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July 13, 2015

ADDENDUM NUMBER 4

**TO REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR SUBSTANCE USE DISORDER (SUD) SERVICES – SUD RFSQ 2012-004**

On December 28, 2012, the County of Los Angeles (County) Department of Public Health (DPH) released a RFSQ to establish a qualified pool of vendors that are able to provide as-needed SUD services to adult and/or youth populations in Los Angeles County.

Three addenda were subsequently released in 2013 which revised the RFSQ and provided answers to vendor's questions regarding the RFSQ.

As a result of the RFSQ process, on November 19, 2013, the County Board of Supervisors approved DPH's recommendation to execute Master Agreements with 44 qualified agencies for the provision of as-needed SUD services.

As indicated in the RFSQ, Paragraph 1.7.3, the County may at its sole discretion continue to select vendors from this RFSQ process and may elect to accept Statements of Qualification (SOQ) annually to qualify vendors, depending on the service needs of the Department. In addition as indicated in the RFSQ, Paragraph 1.8, County Rights and Responsibilities, the County has the right to amend this RFSQ by written addendum. As such, DPH is issuing Addendum Number 4 to amend SUD RFSQ 2012-004 and to re-open the RFSQ for SUD services in order to expand the pool of qualified SUD providers.

Please note that agencies with a current fully executed DPH SUD Services Master Agreement do not need to re-submit a SOQ for those SUD services reflected in their DPH SUD Services Master Agreement. However, any agency interested in SUD service categories that are not included in its current DPH SUD Services Master Agreement are encouraged to submit a SOQ in response to the re-opening of SUD RFSQ 2012-004.

The RFSQ is amended as indicated below (revised RFSQ language is highlighted for easy reference):

1. Section 1.0, General Information, subsection Purpose/Objective, second paragraph shall be deleted in its entirety and replaced by the following:

“SAPC is seeking qualified companies to provide as-needed SUD services to the adult and/or youth populations of the County. Vendors may seek to qualify in one or more of the following categories of non-residential and/or residential services for adult and/or youth populations (where applicable):

- a) **Outpatient Counseling Services**
- b) **Intensive Outpatient Treatment Services (formerly known as Day Care Habilitative Program Services)**
- c) **Outpatient Narcotic Treatment Program Services**
- d) **Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)**
- e) **Residential Treatment Services**
- f) **Medication Assisted Treatment (MAT)**
- g) **Residential Medical Detoxification Services (formerly known as Residential Detoxification Services)”**

2. Section 1.1, Scope of Work, subsection 1.1.1, Scope of Work - Definitions, second paragraph labeled Day Care Habilitative Program Services, shall be deleted in its entirety and replaced by the following:

“**Intensive Outpatient Treatment Services** are intensive outpatient alcohol and/or drug services (three hours per day, three days per week with a maximum of 19 hours of structured programming per week based on an individualized treatment plan), including assessment, counseling, crisis-intervention, and activity therapies or education.”

3. Section 1.1, Scope of Work, subsection 1.1.1, Scope of Work - Definitions, fourth paragraph labeled Alcohol and Drug Free Living Centers (ADFLC), shall be deleted in its entirety and replaced by the following:

“**Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)** are housing facilities where clients recovering from alcohol and drug problems reside and are concurrently provided **Outpatient Counseling Services**. ADFLCs are living environments where the presence of or use of alcohol and drugs, other than prescribed drugs, is prohibited. ADFLCs provide an opportunity for residents who have re-entered or are preparing to re-enter the labor force to pursue their own personal plan for recovery in an alcohol and drug free atmosphere, removed from normal social pressures and temptations to drink alcoholic beverages

and abuse drugs. The residents often function as a mutually self-supportive group, reinforcing each other's efforts to remain alcohol and drug free by attending mandatory treatment services such as Outpatient Counseling Services as well as other related voluntary activities such as twelve (12)-step groups. Residents share the responsibility of house maintenance, food purchase and preparation, and development of house rules.

4. Section 1.1, Scope of Work, subsection 1.1.1, Scope of Work - Definitions, subsection labeled Residential Detoxification Services, shall be deleted in its entirety and replaced by the following:

“**Residential Medical Detoxification Services** are sub-acute alcohol and/or drug detoxification (residential addiction program inpatient, medically monitored) face-to-face interactions with an individual for the purpose of medically managing and monitoring withdrawal symptoms from alcohol and/or drug addiction in a residential addiction program with appropriate accreditation, certification, and licensure. These services must be provided seven (7) days a week, twenty-four (24) hours a day.

Contractors will be expected to use comprehensive standardized assessment tools such as the **Addiction Severity Index (ASI)** or the Behavioral Severity Assessment Program (BSAP), or other developmentally appropriate tool such as the **Teen Addiction Severity Index**, to ensure that the Contractor has incorporated an ongoing treatment outcome measuring system within their treatment plans.

Contractors must assure County that counseling staff assigned to work on any resultant work order must be certified and/or licensed, or registered to become certified by one of the certifying organizations identified by the State of California under California Regulations, Title 9, Chapter 8, and Section 13000 as a condition of beginning and continuing to perform services under any resultant work orders. ”

5. Section 1.4, Vendors' Minimum Qualifications, subsection 1.4.1 shall be deleted in its entirety and replaced by the following:

“1.4.1 Vendor must have four (4) years' experience within the last seven (7) years providing SUD services to adult and/or youth populations (where applicable) in Los Angeles County (County), directly or in partnership with other Vendor(s) in each category for which it is attempting to qualify, and the necessary regulatory agency (including partnering agency(ies)', if applicable) licenses and/or certifications in good standing or provide proof of application for such licenses and/or certifications.

Category qualifications are defined as follows:

- a) **Outpatient Counseling Services.** Vendor must have experience and ability to provide **outpatient drug free counseling** (ODFC) services, and must be certified by the ***California Department of Health Care Services (DHCS)** or provide proof of application for such certification.
- b) **Intensive Outpatient Treatment Services.** Vendor must have experience and ability to provide **intensive outpatient treatment services**, and must be certified by **DHCS** or provide proof of application for such certifications.
- c) **Outpatient Narcotic Treatment Program Services.** Vendor must have experience and ability to provide Outpatient Narcotic Treatment Program Maintenance Services, **be certified by DHCS** to provide these services or provide proof of application for such certifications, **and be registered with the federal Drug Enforcement Agency.**
- d) **Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC).** Vendor must have experience and ability to provide ADFLC services and comply with local zoning and occupancy ordinances or provide proof of application for such compliance. In addition, Vendor to provide copy of business license per facility, where applicable. Vendor providing Outpatient Counseling Services at the ADFLC must have the experience and certification or provide proof of application for such certifications.
- e) **Residential Treatment Services.** Vendor must have experience and ability to provide residential treatment services, and possess a valid license and certification from **DHCS** and/or California Department of Social Services as appropriate to **operate and maintain a residential alcohol and/or drug abuse recovery or treatment facility** or provide proof of application for such licenses/certifications.
- f) **Medication Assisted Treatment (MAT).** Vendor must have experience and ability to provide medication assisted treatment services, **and possess a valid DHCS certification to operate and maintain an alcohol and/or other drug abuse recovery or treatment facility** or provide proof of application for such certifications.
- g) **Residential Medical Detoxification Services.** Vendor must have experience and ability to provide detoxification services, and possess a valid certification to operate and maintain an alcohol and/or other drug abuse recovery or treatment facility from **DHCS and/or a license to operate as a**

chemical dependency recovery hospital or a free standing psychiatric facility from the State Department of Public Health in accordance with federal and State standards or provide proof of application for such licenses.

*Effective with the passage of the 2013-14 Budget Act and associated legislation, the Department of Alcohol and Drug Programs (ADP) no longer exists as of July 1, 2013. All ADP programs and staff transferred to DHCS, with the exception of the Office of Problem Gambling.”

6. Section 1.4, Vendors’ Minimum Qualifications, subsection 1.4.3 shall be deleted in its entirety and replaced by the following:

“1.4.3 Vendors must be as one of the following:

a. Tax-exempt, public or incorporated private non-profit 501 (c) organizations (registered with the State of California);

OR

b. Local municipal government;

OR

c. A California private, for-profit organization.

Other governmental agencies, local educational agencies, institutions of higher education, are not eligible to apply.”

7. Section 1.7, Master Agreement Term, subsection 1.7.1 shall be deleted in its entirety and replaced with the following:

“1.71. The Master Agreement shall be effective upon date of execution through June 30, 2018, with a County’s option to extend the term on a month-to-month basis not to exceed (6) six month. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.

8. Section 1.7, Master Agreement Term, subsection 1.7.3 shall be deleted in its entirety and replaced with the following:

“1.7.3 The County may at its sole discretion continue to select vendors from this RFSQ process and may elect to accept SOQs annually to qualify vendors, depending on the service needs of the Department.

9. Section 1.9, Contact with County Personnel, shall be deleted in its entirety and replaced with the following:

“1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing mailed and may be by United States Postal Service (US mail) or electronic mail (e-mail) to the following:

County of Los Angeles Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue, Building A-9 East, 3rd Floor
Alhambra, California 91803
Attention: Ms. Samantha Tsui, Contract Analyst
E-mail address: stsui@ph.lacounty.gov

If it is discovered that a Vendor contacted and received information regarding this solicitation from any County personnel other than the person specified above, County, in its sole determination, may disqualify Vendor’s SOQ from further consideration.”

10. Section 2.3, RFSQ Timetable, shall be deleted in its entirety and replaced by the following:

“2.3 RFSQ Timetable

Re-open of SUD RFSQ.....	July 13, 2015
Written Questions on RFSQ Due on or before.....	3:30 p.m., July 27, 2015
Response to Questions Released.....	August 10, 2015
Phase 1* – SOQ Due	3:30 p.m., August 24, 2015
Phase 2 – SOQ Due	Open Continuous

*SOQ that are submitted after the initial due date and time indicated above shall be considered for review at the convenience of the County.

All times as listed above and throughout this RFSQ are Pacific Time (PT).”

11. Section 2.5, Vendors’ Questions, shall be deleted in its entirety and replaced by the following:

“2.5 Vendor’s Questions

Vendors may submit written questions regarding this RFSQ by **United States Postal Service (US mail) or electronic mail (e-mail)** to the individual identified in this addendum in RFSQ, Section 1.9, Contact with County Personnel. All questions

must be received in writing by County no later than **3:30 p.m., July 27, 2015, PT** (see Section 2.3, RFSQ Timetable).

When submitting questions, please specify the RFSQ section number, paragraph number, and page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers **and to disregard questions that are not relevant to the RFSQ process**. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an Addendum to the RFSQ.

Questions may be about concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible response from Vendor.”

12. Section 2.7, Preparation and Format of the SOQ, subsection 2.7.3, Vendor’s Qualifications (Section A), Paragraph A, Vendor’s Background and Experience (Section A.1), shall be deleted in its entirety and replaced by the following paragraph:

“A. Vendor’s Background and Experience (Section A.1)

Vendor shall complete, sign, and date Exhibit 1, SOQ Documentation Checklist, and Exhibit 2, Vendor’s Organization Questionnaire/Affidavit as set forth in Appendix A, Required Forms. Exhibit 2 will serve as an Affidavit that firm attests that it meets the minimum requirements for the desired category(ies). **The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.**

SOQ Category Specific Qualifications

For each category for which firm is attempting to qualify, Vendor must provide a Statement of Experience (SOE) that includes sufficient details to demonstrate firm’s ability to carry out the specialized service needs. Do not merely attest your firm will comply or restate the requirement.

The SOE for each desired category must: 1) not exceed 3 (three) pages; 2) include a summary of relevant background information that substantiates Vendor meets each minimum qualification stated in RFSQ, Paragraph 1.4, including years in service and experience; 3) include a list of the agencies and the types of service and/or relationship that Vendor has with the agency(ies); 4) include a brief descriptive paragraph that provides details such as years of experience, services

provided, how the services are using or are based on specific evidence-based practice(s), adult and/or youth populations served, and service sites; and 5) include copies or provide proof of application of any applicable licenses/ certificates/ accreditations for the provision of services for each category in which they intend to qualify which includes but is not limited to: DHCS and/or California Department of Social Services licenses/ certifications/ accreditations.”

13. Section 2.7, Preparation and Format of the SOQ, subsection 2.7.3, Vendor’s Qualifications (Section A), Paragraph B, Vendor’s Financial Viability (Section A.2), shall be deleted in its entirety and replaced by the following paragraph:

“B. Vendor’s Financial Viability (Section A.2)

Provide copies of the company’s most current and prior two (2) fiscal years (for example 2013-14, 2012-13, 2011-12) financial statements. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company’s capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your company’s financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities
3. Total Assets
4. Total Liabilities
5. Owner’s/Shareholder’s Equity

Income Statement Accounts

1. Total Operating Expenses (before taxes)
 - Bad Debts *
 - Depreciation*
 - Amortization*
2. Total Expenses
3. Gross Income
4. Net Income

* may be excluded if they do not apply to your company’s operations

It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of financial statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position.

If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Proposers who have a current fully executed DPH SUD Services Master Agreement do not need to re-submit the financial statements identified in this section.”

14. Section 2.7, Preparation and Format of the SOQ, subsection 2.7.4, Required Forms (Section B), shall be deleted in its entirety and replaced by the following:

“2.74 Required Forms (Section B)

Except for the forms enclosed in parentheses, because they are required in other sections of the SOQ, Section B of Proposer’s SOQ shall include the following forms identified in Appendix A – Required Forms. Complete, sign, and date all forms. If a form is not applicable, indicate “Not Applicable” and a brief reason why it is not applicable.

- (Exhibit 1 SOQ Documentation Checklist – Revised 2015)
- (Exhibit 2 Vendor’s Organization Questionnaire/Affidavit – Revised 2015)
- Exhibit 3 Certification of No Conflict of Interest
- Exhibit 4 Vendor’s Equal Employment Opportunity (EEO) Certification
- Exhibit 5 Request for Local SBE Preference Program Consideration and CBE Firm/ Organization Information Form (Intentionally Omitted)
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- (Exhibit 7 Prospective Contractor List of References)
- (Exhibit 8 Prospective Contractor List of Contracts)
- (Exhibit 9 Prospective Contractor List of Terminated Contracts)
- Exhibit 10 Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
- Exhibit 11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions should be included in Proposer’s SOQ (Intentionally Omitted)
- Exhibit 12 Attestation of Willingness to Consider GAIN/GROW Participants

- Exhibit 13 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 14 Charitable Contributions Certification
- (Exhibit 15 Arbitration or Litigation History Form)
- Exhibit 16 Acceptance of Terms and Conditions of RFSQ and Master Agreement”

15. Section 2.8, SOQ Submission, shall be deleted in its entirety and replaced as follows:

“2.8 SOQ Submission

The original SOQ and two (2) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

“SOQ FOR SUD SERVICES”

In addition, one (1) electronic copy in Adobe Acrobat or Portable Document Format (PDF) on compact disk (CD) of the submitted SOQ should be labeled and provided as part of the SOQ submission.

The SOQ must be hand-delivered or sent by a delivery service (excluding US mail) to:

**County of Los Angeles Department of Public Health
Contracts and Grants Division
1000 South Fremont Avenue, Building A-9 East, 3rd Floor
Alhambra, California 91803
Attention: Ms. Samantha Tsui, Contract Analyst**

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the deadline indicated in Section 2.3 of this RFSQ. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including a delivery service (excluding US mail). No facsimile (FAX) or electronic mail (e-mail) copies will be accepted.”

16. Appendix A, Exhibit 1 (Revised), shall be deleted in its entirety and replaced with the attached revised Exhibit 1 (Revised 2015).

17. Appendix A, Exhibit 2 (Revised), shall be deleted in its entirety and replaced with the attached revised Exhibit 2 (Revised 2015).

- 18.**RFSQ, Appendix H, Master Agreement, shall be deleted in its entirety and replaced with the attached revised Appendix H (Revised), Master Agreement.
- 19.**RFSQ, Appendix H – Exhibit I, Business Associate Under the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement), shall be deleted in its entirety and replaced with the attached revised Appendix H – Exhibit I (Revised), Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Addendum Number 1, 2, 3, and 4, and SUD RFSQ 2012-004, have been posted on the County of Los Angeles, DPH Contracts and Grants website at:
<http://publichealth.lacounty.gov/cg/index.htm>.

Thank you for your interest in contracting with the County of Los Angeles. Except for the revisions contained in Addenda Numbers 1, 2, 3, and 4, there are no other revisions to the RFSQ.

st#03226

Attachments (4)

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

Instructions to Vendors:
 1. Compare your proposed SOQ to this Exhibit 1, and mark all that apply.
 - Minimum Qualifications, 1.4.1 through 1.4.8 (applies to all Vendors and their Partner(s), as applicable)
 - Minimum Qualifications, 1.4.1, a through g (only complete sections in categories you intend to apply for)
 2. Sign page 8 of 8
 3. Attach all applicable documents and content in the order and format described in RFSQ, Paragraph 2.7

VENDOR NAME:

RFSQ, Paragraph 2.7.1, Cover Letter	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
A cover letter shall begin Vendor's SOQ response and shall be a maximum of three (3) pages in length on Vendor's letterhead. The letter shall include the following information:	
Full legal name of Vendor/company and name of DBA, company address, telephone number, FAX number, and e-mail address	<input type="checkbox"/>
Category(ies) in which Vendor intends to qualify, including population to be served (adults and/or youth)	<input type="checkbox"/>
Supervisory District (SD) and Service Planning Area (SPA) where Vendor's headquarters is located.	<input type="checkbox"/>
SD and SPA where Vendor is proposing to provide or currently provides services.	<input type="checkbox"/>
Full legal name(s) of Vendor's partner-agencies, their addresses, telephone numbers, FAX numbers, e-mail addresses, and the services they will provide.	<input type="checkbox"/>
Name and title of party authorized to bind Vendor under this SOQ. (If company headquarter address, telephone number, FAX, or e-mail address are different from above, Vendor must provide binding party's information separately.)	<input type="checkbox"/>
Vendor's Executive Director, Chief Executive Officer, or other authorized designee signature on cover letter (signed in blue ink).	<input type="checkbox"/>

RFSQ, Paragraph 2.7.2, Table of Contents (Proposer's SOQ)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers. All pages and references in SOQ should be numbered.	

Table of Contents is included in SOQ and in accordance with RFSQ, Paragraph 2.7.2.	<input type="checkbox"/>
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RFSQ, Paragraph 2.7.3, A. Vendor's Qualifications (Proposer's SOQ, Section A.1)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:	

Exhibit 1	Statement Of Qualifications (SOQ) Documentation Checklist	<input type="checkbox"/>
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Exhibit 2	Vendor's Organizational Questionnaire/Affidavit	<input type="checkbox"/>
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SOQ Category Specific Qualifications		
RFSQ, Minimum Qualifications (MQ) 1.4.1	Vendor must have four (4) years' experience within the last seven (7) years providing SUD services to adult and/or youth populations (where applicable) in Los Angeles County (County), directly or in partnership with other Vendor(s) in each category for which it is attempting to qualify, and the	<input type="checkbox"/>

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:

necessary regulatory agency (including partnering agency(ies)', if applicable) licenses and/or certifications in good standing or provide proof of application for such licenses and/or certifications.

For each category for which Vendor is attempting to qualify, Vendor submitted a Statement of Experience (SOE) that:

1) has sufficient details to demonstrate firm's ability to carry out the specialized service needs

	<u>Yes</u>	<u>N/A</u>
a) Outpatient Counseling Services	a) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
b) Intensive Outpatient Treatment Services	b) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
c) Outpatient Narcotic Treatment Program Services	c) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
d) Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)	d) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
e) Residential Treatment Services	e) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
f) Medication Assisted Treatment (MAT)	f) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, details demonstrate ability to serve:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:

- | | <u>Yes</u> | <u>N/A</u> |
|---|-----------------------------|--------------------------|
| g) Residential Medical Detoxification Services | g) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, details demonstrate ability to serve: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |

2) has a summary of relevant background information that substantiates that Vendor meets each minimum qualification, including years in service and experience

- | | <u>Yes</u> | <u>N/A</u> |
|--|-----------------------------|--------------------------|
| a) Outpatient Counseling Services | a) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| b) Intensive Outpatient Treatment Services | b) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Outpatient Narcotic Treatment Program Services | c) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC) | d) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Residential Treatment Services | e) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| f) Medication Assisted Treatment (MAT) | f) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, information on service and experience is for: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:

	Yes	N/A
g) Residential Medical Detoxification Services	g) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, information on service and experience is for:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>

3) has attached proof of applicable licenses/accreditations/ certifications for the provision of services for each category in which Vendor intends to qualify.

	Yes	N/A
a) Outpatient Counseling Services	a) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, certification(s) are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>

Attached is a current copy of State certification from Department of Health Care Services (DHCS) **Yes** **No**

If No, Attached is proof of application for such certification, and a timetable for obtaining licenses and certifications **Yes** **No**

b) Intensive Outpatient Treatment Services	b) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, certification(s) are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>

Attached is current copy of State certification from Department of Health Care Services (DHCS) **Yes** **No**

If No, Attached is proof of application for such licenses and/or certifications, and a timetable for obtaining licenses and certifications **Yes** **No**

c) Outpatient Narcotic Treatment Program Services	c) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, license(s) and registration(s) are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>

Attached is a current copy of State license from Department of Health Care Services (DHCS) and registration from the federal Drug Enforcement Agency **Yes** **No**

If No, Attached is proof of application for such license and registration from the federal Drug Enforcement Agency, and a timetable for obtaining licenses and certifications **Yes** **No**

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:

	<u>Yes</u>	<u>N/A</u>
d) Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)	d) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, compliance with local zoning and occupancy ordinances are for services to :		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
Attached is proof of compliance with local zoning and occupancy ordinances	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Attached is proof of business license	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If No, Attached is proof of application for such compliance with local zoning and occupancy ordinances requirements, and a timetable for obtaining clearance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Outpatient Counseling Services offered:		
Onsite	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Referral	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Onsite, please ensure to include the license/certification as requested under item "a) Outpatient Counseling Services" above		
e) Residential Treatment Services	e) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, license are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
Attached is current copy of State license and certification from Department of Health Care Services (DHCS) and/or California Department of Social Services	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If No, Attached is proof of application for such licenses and certifications, and a timetable for obtaining licenses and certifications	Yes <input type="checkbox"/>	No <input type="checkbox"/>
f) Medication Assisted Treatment (MAT)	f) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, certification(s) are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
Attached is a current copy of State certification from Department of Health Care Services (DHCS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If No, Attached is proof of application for such certification, and a timetable for obtaining licenses and certifications	Yes <input type="checkbox"/>	No <input type="checkbox"/>

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:

	<u>Yes</u>	<u>N/A</u>
g) Residential Medical Detoxification Services	f) <input type="checkbox"/>	<input type="checkbox"/>
If Yes, license(s) are for services to:		
Adults	<input type="checkbox"/>	<input type="checkbox"/>
Youth	<input type="checkbox"/>	<input type="checkbox"/>
Attached is a current copy of State certification from Department of Health Care Services (DHCS) and/or a license to operate a chemical dependency recovery hospital or a free standing psychiatric facility from the State Department of Public Health	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If No, Attached is proof of application for such license and certification from DHCS, and a timetable for obtaining licenses and certifications	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4) The SOE for each proposed category does not exceed 3 (three) pages?

	<u>Yes</u>	<u>No</u>
a) Outpatient Counseling Services	a) <input type="checkbox"/>	<input type="checkbox"/>
b) Intensive Outpatient Treatment Services	b) <input type="checkbox"/>	<input type="checkbox"/>
c) Outpatient Narcotic Treatment Program Services	c) <input type="checkbox"/>	<input type="checkbox"/>
d) Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)	d) <input type="checkbox"/>	<input type="checkbox"/>
e) Residential Treatment Services	e) <input type="checkbox"/>	<input type="checkbox"/>
f) Medication Assisted Treatment (MAT)	f) <input type="checkbox"/>	<input type="checkbox"/>
g) Residential Medical Detoxification Services	g) <input type="checkbox"/>	<input type="checkbox"/>

5) has support documents for Corporations

	<u>Yes</u>	<u>No</u>
Copy of Certificate of Good Standing with the State of California	<input type="checkbox"/>	<input type="checkbox"/>
Most recent Statement of Domestic (or Foreign) Stock Corporation	<input type="checkbox"/>	<input type="checkbox"/>
If Statement of Domestic (or Foreign) Stock Corporation has only "No Change in Information" box checked, Vendor submitted most recent Statement of Information which includes the list of corporate officers.	<input type="checkbox"/>	<input type="checkbox"/>
	<u>Yes</u>	<u>N/A</u>
If the of above mentioned documents are not available at the time of SOQ submission, Vendors must request appropriate documents from the California Secretary of State. If applicable, Vendor provided a statement on the status of the request.	<input type="checkbox"/>	<input type="checkbox"/>

RFSQ, MQ1.4.2	SOQ, Section A.1 includes a list of agencies and the type of service and/or relationship that Vendor has with the agency(ies), demonstrating linkages with other departments in the County, community based organizations (CBOs), or other SUD service vendors for addressing the treatment and ancillary needs of clients.	<input type="checkbox"/>
---------------	---	--------------------------

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:	
RFSQ, MQ1.4.3	SOQ, Section A.1 includes supporting documentation for one of the following: (Vendor to mark applicable box) a) A letter from the IRS or the State attesting that Vendor's organization is a tax-exempt, public or incorporated private non-profit 501 (c) organizations (registered with the State of California); or b) Municipal charter attesting that Vendor's incorporation is a local municipal government organization; or c) Copy of Certificate of Good Standing with the State of California and most recent Statement of Domestic Stock Corporation attesting that Vendor is a California private, for-profit organization. Other governmental agencies, local educational agencies, and institutions of higher education, are not eligible to apply.
RFSQ, MQ1.4.4	SOQ, Section A.1 narrative and Exhibit 2 include information that demonstrates Vendor has a business location within the geographical boundaries of Los Angeles County. <input type="checkbox"/>
RFSQ, MQ1.4.5	SOQ, Section A.1 Statement(s) of Experience (SOE) includes information to support that Vendor has four (4) years' experience within the last seven (7) years serving or having served adult and/or youth populations in the County with SUD or Co-Occurring Disorder needs. <input type="checkbox"/>
RFSQ, MQ1.4.6	SOQ, Section A.1 SOE includes information to support that Vendor has four (4) years' experience within the last seven (7) years in providing services under a federal, State, or local government contract. <input type="checkbox"/>
RFSQ, MQ1.4.7	SOQ, Section A.1 SOE includes information to support that Vendor has four (4) years' experience within the last seven (7) years providing SUD services using one or more of the evidence based practices such as, but not limited to, those identified in RFSQ, Section 1.1, Scope of Work. <input type="checkbox"/>
RFSQ, MQ1.4.8	SOQ, Section A.1 SOE and/or narrative include information to support that Vendor has four (4) years' experience within the last seven (7) years working with the County's Treatment Court Probation eXchange (TCPX) web-based data system and its Secure Identification (ID) Card system as administered by SAPC, or another web-based client data collection system. <input type="checkbox"/>
RFSQ, Paragraph 2.7.3, B. Vendor's Financial Viability (Proposer's SOQ, Section A.2) <input checked="" type="checkbox"/> (Vendor to mark all that apply)	
Proposer has an existing contract and/or Master Agreement with DPH? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Vendor furnished copies of the company's most current and prior two (2) fiscal years' financial statements. Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	
RFSQ, Paragraph 2.7.3, C. Vendor's References (Proposer's SOQ, Section A.3) <input checked="" type="checkbox"/> (Vendor to mark all that apply)	
RFSQ Appendix A, Exhibit 7, Prospective Contractor List of References. Vendor provided three (3) references where current or past SUD services <input type="checkbox"/>	

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:									
were provided. References provided are presumed to be knowledgeable about and can therefore verify a performance contract track record of Vendor.									
RFSQ, Paragraph 2.7.3, D. Vendor's Pending Litigation and Judgments (Proposer's SOQ, Section A.4)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)								
RFSQ Appendix A, Exhibit 15, Arbitration or Litigation History Form. If no pending or threatening litigations/judgments, mark applicable box.	<input type="checkbox"/>								
RFSQ, Paragraph 2.7.4, Required Forms (Proposer's SOQ, Section B)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)								
Exhibit 3, Certification of No Conflict of Interest	<input type="checkbox"/>								
Exhibit 4, Vendor's Equal Employment Opportunity (EEO) Certification	<input type="checkbox"/>								
Exhibit 5, Request for Local SBE Preference Program Consideration (Intentionally Omitted)	N/A								
Exhibit 6, Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>								
Exhibit 10, Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/>								
Exhibit 11, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Intentionally Omitted)	N/A								
Exhibit 12, Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>								
Exhibit 13, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>								
Exhibit 14, Charitable Contributions Certification	<input type="checkbox"/>								
Exhibit 16, Acceptance of Terms and Conditions of RFSQ & Master Agreement	<input type="checkbox"/>								
RFSQ, Paragraph 2.7.5, Proof of Insurability (Proposer's SOQ, Section C)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)								
Proposer must provide proof that firm meets all insurance requirements set forth in Appendix H, Master Agreement, Paragraphs 8.28 and 8.29; OR If no proof of required current coverage, Vendor must submit a letter from a qualified insurance carrier indicating a willingness to provide the required coverage if Vendor is selected to receive a Master Agreement award.	<table border="0"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>N/A</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	Yes	N/A	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
Yes	N/A								
<input type="checkbox"/>	<input type="checkbox"/>								
VENDOR SUPPLIED	Yes No								
▶ The original SOQ and two (2) numbered copies enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: "SOQ FOR SUD SERVICES"	<input type="checkbox"/> <input type="checkbox"/>								
▶ One (1) electronic copy of SOQ in Adobe Acrobat or Portable Document Format (PDF) on compact disk (CD), properly labeled and provided as part of the SOQ submission.	<input type="checkbox"/> <input type="checkbox"/>								
Applicant acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.									
I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.									

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST

VENDOR NAME:	
SIGNATURE	DATE
NAME IN PRINT	TITLE
ADDRESS	CITY , STATE

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation), State, and date of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is doing business under one or more DBAs, please list all DBAs and the County(ies) of registration:

<u>Name</u>	<u>County of Registration</u>	<u>Year became DBA</u>
_____	_____	_____

3. Is your firm wholly or majority owned by, or a subsidiary of, another firm?

Yes No

If yes, please provide the following information:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

4. Please list any other names your firm has done business as, within the last five (5) years.

<u>Name</u>	<u>Year of Name Change</u>
_____	_____

5. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, indicate so below.

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Section 1.4, Vendor's Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate boxes:

Vendor's Minimum Qualifications (MQ) 1.4.1

Vendor must have four (4) years' experience within the last seven (7) years providing SUD services to adult and/or youth populations (where applicable) in Los Angeles County (County), directly or in partnership with other Vendor(s) in each category for which it is attempting to qualify, and the necessary regulatory agency (including partnering agency(ies)', if applicable) licenses and/or certifications in good standing or provide proof of application for such licenses and/or certifications.

Category qualifications are defined as follows:

- | | |
|--|---|
| a) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | a) Outpatient Counseling Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| b) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | b) Intensive Outpatient Treatment Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| c) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | c) Outpatient Narcotic Treatment Program Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| d) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | d) Alcohol and Drug Free Living Centers (Transitional Housing/Sober Living) (ADFLC)
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| e) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | e) Residential Treatment Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| f) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | f) Medication Assisted Treatment (MAT)
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| g) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | g) Residential Medical Detoxification Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |

Yes No **RFSQ, MQ 1.4.2**
 Proposer has established linkages with other departments in the County, community based organizations (CBOs), or other SUD service vendors for addressing the treatment and ancillary needs of clients.

RFSQ, MQ 1.4.3
 Proposer's organization is **one of the following:**

Yes No **a) A tax-exempt, public or incorporated private non-profit 501 (c) organization (registered with the State of California); or**

Yes No **b) Agencies of a local municipal government; or**

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Yes No **c) A California private, for-profit organization.**

Other governmental agencies, local educational agencies, and institutions of higher education, are not eligible to apply.

Yes No **RFSQ, MQ 1.4.4**
Vendor has a business location within the geographical boundaries of Los Angeles County.

Yes No **RFSQ, MQ 1.4.5**
Vendor has four (4) years' experience within the last seven (7) years serving adult and/or youth populations in the County with SUD or Co-Occurring Disorder needs.

Yes No **RFSQ, MQ 1.4.6**
Vendor has four (4) years' experience within the last seven (7) years in providing services under a federal, State, or local government contract.

Yes No **RFSQ, MQ 1.4.7**
Vendor has four (4) years' experience within the last seven (7) years providing SUD services using one or more of the evidence based practices such as, but not limited to, those identified in RFSQ Section 1.1, Scope of Work.

Yes No **RFSQ, MQ 1.4.8**
Vendor has four (4) years' experience within the last seven (7) years working with the County's Treatment Court Probation eXchange (TCPX) web-based data system and its Secure Identification (ID) Card system as administered by SAPC, or another web-based client data collection system.

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Vendor's Name: _____

Address: _____

E-mail address: _____

Fax number: _____ Telephone number: _____

On behalf of (Proposer's Name): _____

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

I, _____ (Name of Vendor's Authorized Representative), certify that the information contained in this Vendor's Organization Questionnaire/ Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service

Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

R 2-13-15

APPENDIX H (REVISED)

MASTER AGREEMENT



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES**

_____DEPARTMENT

AND

(CONTRACTOR)

FOR

SUBSTANCE USE DISORDER SERVICES

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- C CONTRACTOR'S EEO CERTIFICATION
- D JURY SERVICE ORDINANCE
- E SAFELY SURRENDERED BABY LAW (INTENTIONALLY OMITTED)
- F SAMPLE MASTER AGREEMENT WORK ORDER FORMAT
- G FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS
 - G1 Contractor Acknowledgment and Confidentiality Agreement
 - G2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

UNIQUE EXHIBITS

- H BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION (INTENTIONALLY OMITTED)
- I HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- J SUBSEQUENT EXECUTED WORK ORDERS (not attached)
- K CHARITABLE CONTRIBUTIONS CERTIFICATION

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
_____ DEPARTMENT**

AND

FOR

_____ SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____
20__ by and between the County of Los Angeles, _____ Department
hereinafter referred to as County and _____, hereinafter referred to as
Contractor, to provide Substance Use Disorder (SUD) services in the following
categories:

(SERVICE CATEGORY)

RECITALS

WHEREAS, pursuant to the provision of Section 101025 of the California Health and
Safety Code, County's Board of Supervisors have the authority to preserve and protect
the public's health, and

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

WHEREAS, this Master Agreement is therefore authorized under California, Government Code Section 26227 which authorizes the Board of Supervisors to contract with private entities to meet the social needs of the population of the county in areas of health, public safety, welfare, and education; and

WHEREAS, the Contractor possesses the competence, expertise, facilities, and personnel to provide specialized SUD services; and

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law (Intentionally Omitted)
- 1.6 EXHIBIT F - Master Agreement Work Order - Sample
- 1.7 EXHIBIT G - Forms Required at Completion of Each Work Order

Unique Exhibits:

- 1.8 EXHIBIT H - Background and Resources: California Charities Regulation (SB 1262 – Nonprofit Integrity Act of 2004)

- 1.9 EXHIBIT I (Revised) - Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.10 EXHIBIT J - Subsequent Executed Work Orders
- 1.11 EXHIBIT K - Charitable Contributions Certification

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

2.0 DEFINITIONS

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

- 2.1 **Active Contractor/Contractor/Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Public Health, is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor, Contractor, and Qualified Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **Director:** Director of Department of Public Health, or his duly authorized designee.
- 2.4 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.5 **County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.6 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.7 **County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.8 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.11 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a Statement of Work and/or Scope of Work. Each MAWO shall result from work order bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Solicitation, County shall select the lowest cost, qualified bid/proposal responding to the requirements of the proposed Work Order Solicitation. No work shall be performed by Contractors except in accordance with validly bid and executed MAWOs.
- 2.12 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Statement of Work (SOW):** A written description of tasks and/or deliverables required by County for a specific Work Order Solicitation.
- 2.15 Work Order Solicitation (WOS):** A solicitation document released to all Qualified Contractors that describes in detail the particular project and the work required for the performance thereof.
- 2.16 Bid/Proposal:** For the purpose of this Master Agreement, a Bid/Proposal is a response to a WOS.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each MAWO shall be similar to Exhibit F as determined by County. Each MAWO shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified on each individual MAWO.
- 3.3** If Contractor provides any task, deliverable, service, or other work to - County that utilizes other than approved Contractor Personnel,

and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 3.4** County procedures for issuing and executing MAWOs are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5** Upon completion of evaluations, County shall execute the MAWO by and through the Department of Public Health staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order Solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement Qualified Contractors.
- 3.6** County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular work order as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.58, Termination for Default.
- 3.8** Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel, **agents and/or subcontractors** for excess hours worked resulting in charges exceeding any total maximum amounts stated on the MAWO.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement term shall be for a period of XXXX (X) years, effective XXXX through June 30, 2018, unless sooner extended or terminated, in whole or in part, as provided herein. At the conclusion of this period, the County shall have the option to extend the term on a XXXX (X) month-to-month basis not to exceed, in aggregate, a maximum total master agreement term of XXXX year, XXXX months. The XXXX (X) month-to-month extensions shall be exercised at the sole discretion of the Department.

4.2 DPH will continuously accept SOQs throughout the Master Agreement term to qualify additional Vendors. Master Agreements will become effective upon the date of execution by the Director of DPH or his designee and shall expire at the same time as the initially executed Master Agreements.

4.3 Notwithstanding any other provisions of this Section 4.0, any Master Agreement Work Order (MAWO) issued hereunder prior to the expiration date of the Master Agreement which has a MAWO expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date an additional one hundred eighty (180) days or to the MAWO expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such MAWO and shall not extend such date for any other purpose whatsoever, including issuing new Work Order Solicitations, MAWOs, and/or extending any MAWOs.

4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Public Health at the address herein provided in Exhibit A.

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

5.0 CONTRACT SUM

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

Agreement is the Contract Sum.

- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Contractor shall invoice the County in arrears for providing the tasks, deliverables, services, and other work authorized pursuant to any Master Agreement Work Orders (MAWOs). Contractor shall separately invoice County for each MAWO either: (1) monthly, if performed on a Cost Reimbursement or time and materials basis, or (2) by deliverable, if performed on a fixed price per deliverable basis.
- 5.4.2 Payment for all work shall be either on a Cost Reimbursement, Time and Materials, or fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with sub-paragraph 9.17, Liquidated Damages.
- 5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to MAWOs awarded hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable MAWO.

5.4.5 **Invoice Content**

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

Time and Material Work Order:

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance, and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Line Item Budget
- Name(s) of persons who performed the work;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance, and
- The total amount of the invoice.

Cost Reimbursement:

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

- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance; and
- The total amount of the invoice.

5.4.6 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs 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.

5.4.7 While payments may be made in accordance with the fee-for-service rate(s) set out in the MAWOs 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 schedule(s), Contractor shall be reimbursed 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.

5.4.8 For each term, or portion thereof, that this Master Agreement is in effect, Contractor shall provide an annual cost report within thirty (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 Master Agreement 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 thirty (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 the 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 billing received.

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

5.4.9 **Withholding Payment**

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

Subject to the Record Retention and Inspection/Audit Settlement provision of this Master Agreement, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Master Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

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, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

Subject to the provisions of the exhibit(s) of this Master Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Master Agreement until proof of such service(s) is/are delivered to County.

In addition to the four Subparagraphs immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any claims adjustment or denial, 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 years' Contract(s) between the County and Contractor. The withheld claims

will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Master Agreement or has failed to fulfill its obligations under this Master Agreement until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

5.4.10 **Fiscal Viability**

Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this Master Agreement.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

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

6.2 County's Project Director

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

6.3 County's Work Order Director

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

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor

personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub- paragraph 8.1.

6.4 County's Project Manager

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to

such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.5 Background and Security Investigations

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

Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

7.5.2 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 be placed and/or assigned within the Department of Public Health. During the term of the master Agreement, the department may receive subsequent information criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under the Master Agreement Work Order and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County Project Manager. 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 County's criminal history review.

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

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without

County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The body of this Master Agreement (including any MAWOs), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Master Agreement, 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 Master Agreement which is formally approved and executed by the parties in the same manner as this Master Agreement.

8.1.2 The County's Board of Supervisors; 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 Master Agreement during the term of this Master Agreement 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, State and/or federal entity. To implement such changes, an Amendment to the Master Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

8.1.3 Notwithstanding Paragraph 8.1.2, in instances where the County's Board of Supervisors has delegated authority to the Director or his/her designee, at his/her discretion, to amend MAWO's to permit extensions or adjustments of the MAWO term; the rollover of unspent MAWO funds; and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable

MAWO term, and make corresponding service adjustments, as necessary, an Administrative 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 the MAWO.

8.1.4 Notwithstanding Paragraph 8.1.2, in instances where the County's Board of Supervisors has delegated authority to the Director to amend a MAWO to permit modification to or within budget categories within each schedule and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the MAWO's terms and conditions, 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 the MAWO.

8.2 ASSIGNMENT AND DELEGATION

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

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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 Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (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 Master Agreement.

8.5 CONTRACTOR BUDGET AND EXPENDITURES REDUCTIONS FLEXIBILITY

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement or any portion thereof, without cause, upon the giving of ten (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 any MAWO via a written amendment to the MAWO.

8.6 COMPLAINTS

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

- 8.6.1 Within 30 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The plan 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.
- 8.6.3 The client and/or his/her authorized representative shall receive a copy of the procedure.
- 8.6.4 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.5 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.6.6 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.7 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.6.8 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.
- 8.6.9 Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

- 8.7.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

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

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

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

Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>.

8.9.2 **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 Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (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 \$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 Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the

Jury Service Program shall be attached to the agreement.

- (3) If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (4) Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

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

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or

hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 subparagraph shall be a material breach of this Master Agreement.

8.11 CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Master Agreement and that of any Exhibit(s), Attachment(s), MAWOs, and any documents incorporated herein by reference, the language found within this Master Agreement shall govern and prevail.

8.12 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

COUNTY EMPLOYEES' RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

If a Contractor is unionized, to the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Master Agreement, as well as, to vacancies that occur during the Master Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at

least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Master Agreement except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor are other service sites during the Master Agreement term.

8.13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.13.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall 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 the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.14 CONSTRUCTION

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Master Agreement, they shall be deemed a part of the operative provisions of this Master Agreement and are fully binding upon the parties.

8.15 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

County may immediately terminate this Master Agreement.

8.16 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

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

8.16.2 Chapter 2.202 of the County Code

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

8.16.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a 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.

8.16.4 Contractor Hearing Board

(1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment

hearing before the Contractor Hearing Board.

- (2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- (3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- (4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- (5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.18.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in

order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in 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 shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.18.3 Failure to Comply with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to the Termination for Default Paragraph of this Master Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.19 COUNTY'S QUALITY ASSURANCE PLAN

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

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

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

8.20 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.21.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.22 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time sensitive Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement. The facsimile transmissions of such documents **must be followed by** subsequent (non-facsimile) transmission of "original" versions of such documents **within five working days**.

8.23 FAIR LABOR STANDARDS

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

8.24 FISCAL DISCLOSURE

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Master Agreement a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.26.4 The Contractor shall adhere to the provisions stated in sub- paragraph 7.6 - Confidentiality.

8.27 INDEMNIFICATION

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

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

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

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

County of Los Angeles - Department of Public Health

Substance Abuse Prevention and Control
Contracts Division
Attention: Dorothy de Leon, Director

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

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

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

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

8.28.4 Failure to Maintain Insurance

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

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance shall be Primary

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

8.28.7 Waivers of Subrogation

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

8.28.8 Compensation for County Costs

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

8.28.9 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds

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

8.28.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.11 Claims Made Coverage

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

8.28.12 Application of Excess Liability Coverage

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

8.28.13 Separation of Insureds

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

8.28.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and

captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.15 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability Insurance

Providing scope of coverage equivalent to ISO policy form CG 00 01, naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

8.29.2 Automobile Liability insurance

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

8.29.3 Workers Compensation and Employers' Liability

Workers' Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements, which include Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall

be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$2 million per claim and \$4 million aggregate. Where required medical malpractice coverage will also be required in amounts not less than \$1 million per occurrence and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

8.30 **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES**

Contractor shall obtain and maintain during the term of this Master Agreement, 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 **under this Master Agreement and subsequent Work Orders.** Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Master Agreement.

It is the responsibility of the Contractor to notify the County of any suspended contracts, and/or expiration of all appropriate licenses,

permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business.

8.31 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.31.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.31.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.31.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.31.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.34 NONDISCRIMINATION IN SERVICES

8.34.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political

affiliation, condition of physical or mental disability, or sexual orientation.

- 8.34.2 Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Master Agreement, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

8.35 NONDISCRIMINATION IN EMPLOYMENT

- 8.35.1 Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

- 8.35.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.
- 8.35.3 Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.
- 8.35.4 Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.
- 8.35.5 Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.
- 8.35.6 If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission

that Contractor has violated federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.35.7 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Master Agreement.

8.36 NON EXCLUSIVITY

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

8.37 NOTICE OF DELAYS

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

8.38 NOTICE OF DISPUTES

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

8.39 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.40 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and

shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

8.41 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 8.41.1 Contractor agrees that all public announcements, literature, audiovisuals, **social media content**, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Master Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.
- 8.41.2 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.
- 8.41.3 With respect to any such items which come into existence after the commencement date of the Master Agreement, 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.
- 8.41.4 During the term of this Master Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 8.41.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of

any document containing such material.

- 8.41.6 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 Master Agreement. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Master Agreement: "© Copyright 2013 (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 Master Agreement or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Master Agreement, 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).

8.42 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.43 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

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

8.44 PUBLIC RECORDS ACT

- 8.44.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting

records pursuant to Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, including all proposals/bids submitted in response to WOS's, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.45 PUBLICITY

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Master Agreement. 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 Master Agreement, 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).

8.46 PURCHASES

- 8.46.1 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.
- 8.46.2 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 Master Agreement, 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 Master Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Master Agreement, 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 thirty (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 part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.
- 8.46.3 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.
- 8.46.4 Protection of Property in Contractor's Custody: Contractor shall 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 shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

- 8.46.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Master Agreement, or upon the expiration or earlier termination of this Master Agreement, 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 his 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.

8.47 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

- 8.47.1 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 ten (10) calendar days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:
- (1) The location by street address and city of any such real property.
 - (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
 - (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any

other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; 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 Subparagraph (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.

8.47.2 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 Master Agreement. If during the term of this Master Agreement the Contractor's ownership of other businesses dealing with Contractor under this Master Agreement changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

8.48 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.48.1 Service Records: Contractor shall maintain all service records related to this Master Agreement for a minimum period of five (5) years following the expiration or prior termination of this Master Agreement. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

8.48.2 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>.

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 identifies 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) Personnel records which show the percentage of time worked providing service claimed under this Master Agreement. 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 Master Agreement.
- (5) 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 Master Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Master

Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Master Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (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, the Contractor shall permit such inspection or audit to take place at an agreed to 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 shall further agree 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 FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

8.48.3 Preservation of Records: If following termination of this Master Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

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

8.48.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal

Office of Management and Budget (OMB) Circular Number A-133. 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 DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the

audit period.

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

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

8.48.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (l) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (l)] is applicable, Contactor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, 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 twelve (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.

8.48.7 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 Master Agreement and subsequent MAWOs 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 shall provide Contractor with at least ten (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 shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (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 thirty (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 or months for any deficiency(ies) not corrected.

8.48.8 Audit Settlements:

- (1) If a review of claims or 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 a 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 a review of claims or 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 thirty (30) calendar days of termination of the contract period, such review or 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 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 schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

8.48.9 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 Master Agreement.

8.49 RECYCLED BOND PAPER

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

8.50 REPORTS

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Master Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (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.

8.51 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.

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

8.52 SERVICE DELIVERY SITE – MAINTENANCE STANDARDS

Contractor shall assure that the locations where services are provided under provisions of this Master Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, 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.

8.53 SOLICITATION OF BIDS OR PROPOSALS

Contractor acknowledges that County, prior to expiration or earlier termination of this Master Agreement, may exercise its right to invite bids or request proposals or Statements of Qualification (SOQ) for the continued provision of the services delivered or contemplated under this Master Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals or SOQs in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids, proposals, or SOQs received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals or SOQs by virtue of its present status as Contractor.

8.54 STAFFING AND TRAINING/STAFF DEVELOPMENT

Contractor shall operate continuously throughout the term of this Master Agreement 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 which may be included in the Exhibit(s) attached hereto.

During the term of this Master Agreement, 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 supervisorial position becomes vacant during the term of this Master Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Master Agreement.

Contractor shall 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 shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

8.55 SUBCONTRACTING

8.55.1 For purposes of this Master Agreement, subcontracts must be approved in advance in writing by Director or his/her 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 subcontractor.
- (3) The proposed subcontract amount and manner of

compensation, if any, together with Contractor's cost or price analysis thereof.

- (4) A copy of the proposed subcontract. (Any later modification of such subcontract 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.

8.55.2 Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

8.55.3 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Master Agreement.

8.55.4 In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

8.55.5 In the event that Director consents to any subcontracting, such consent shall be **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 shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

8.55.6 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

8.55.7 Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime

contract with the County of Los Angeles and shall be 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 ALTERNATION OF TERMS paragraphs of the body of this Master Agreement, and all of the provisions of the resulting MAWOs.

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

8.55.8 The 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.

8.55.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

8.55.10 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

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

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.18 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement

pursuant to sub-paragraph 8.58 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.57 TERMINATION FOR CONVENIENCE

County may terminate this Master Agreement, and any Work Order issues hereunder, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of work hereunder shall 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 shall be no less than 30 days after the written notice is sent.

Upon receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall immediately:

- 8.57.1 Stop services under the Work Order or this Master Agreement as identified in such written notice; and
- 8.57.2 Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Upon 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 sixty (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 shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Master Agreement in respect to the termination of services hereunder for a period of five (5) years after final settlement under this Master Agreement, in accordance with the RECORDS AND AUDITS Paragraph of this Master Agreement. 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 ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

8.58 TERMINATION FOR DEFAULT

8.58.1 County may, by written notice of default to Contractor, terminate this Master Agreement immediately in any one of the following circumstances:

- a) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Master Agreement or any extension thereof as County may authorize in writing; or
- b) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Master Agreement, or so fails to make progress as to endanger performance of this Master Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure;
- c) If, as determined in the sole judgment of County, Contractor fails to maintain valid licenses, permits, registrations, accreditations, certificates as described in Paragraph 8.30 above; or
- d) If, as determined in the sole judgment of County, Contractor has a suspended contract that will endanger performance of this Master Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

8.58.2 In the event that County terminates this Master Agreement 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 for such similar services.

8.58.3 If, after the County has given notice of termination under the provisions of this paragraph, it is determined by County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to paragraph 8.57 TERMINATION FOR CONVENIENCE.

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

8.59 TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement if it is found that gratuities or consideration, in any form, were offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

8.60 TERMINATION FOR INSOLVENCY

8.60.1 County may terminate this Master Agreement immediately for default in the event of the occurrence of any of the following:

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

b) The filing of a voluntary or involuntary petition

regarding the 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.

8.60.2 In the event that County terminates this Master Agreement 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 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 County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.61 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

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

8.62 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the

County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.63 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.63.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.63.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.63.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.63.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this work order to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a work order award.

8.64 UNLAWFUL SOLICITATION

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

8.65 VALIDITY

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

8.66 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.66 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.67 WARRANTY AGAINST CONTINGENT FEES

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

8.67.2 For breach of this warranty, the County shall have the right

to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.68 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

8.69 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 this Paragraph 8.68 shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.70 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY

This Master Agreement is subject to Chapter 3.116 of the County Code entitled 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.

9.2 SPECIAL REPORTS

9.2.1 Contractor shall submit directly to the State of California monthly the following reports: For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR") and the Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the WLR as required by the State of California. Beneficiary data collected in the WLR shall be incorporated as aggregate data in the DATAR.

Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon submission by Contractor of all delinquent reports to the State, including any withheld payments.

9.2.2 Contractor shall submit to the SAPC monthly the following reports: For treatment providers: By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System, admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Contract, or provide and transmit such data electronically to SAPC.

For prevention providers: By the first Friday of the month following the month for which the data is collected, the California Outcome Measurement Services for Prevention ("CalOMS Pv"). Data should be entered in to the on-line CalOMS Pv system daily, weekly at a minimum.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.

9.2.3 Contractor shall make other reports as required by the Director or by the State of California, concerning Contractor's activities as they relate to this Contract. In no event, however, may County require such reports unless it has

provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

9.3

BOARD OF DIRECTORS AND ADVISORY BOARD

9.3.1 **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 (5) members, who are all at least eighteen (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 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 (1) 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.

9.3.2 **Advisory Board or Group:** Contractor shall establish and maintain an advisory board, or group, consisting of (5) five 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 Director's 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.

9.4 PARTICIPANT ELIGIBILITY

9.4.1 If participants are provided treatment services hereunder, participant's eligibility to receive substance use disorder services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Within ninety (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 obtain such payments. 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 AND AUDITS Paragraph of this Contract.

9.5 PARTICIPANT FEES

9.5.1 If Contractor provides participants with residential and/or nonresidential treatment services hereunder, participants shall be charged a fee by Contractor for the provision of such services. In charging fees, Contractor shall take into consideration the participant's ability to pay (based on participant's income and expenses), and the fee(s) charged shall not be in excess of Contractor's actual unit cost to provide such service(s). In establishing fees to be charged, Contractor shall follow procedures which have been reviewed and approved by the Director in determining allowable reimbursement costs. Contractor shall set and collect fees using methods approved by the Director in accordance with Health and Safety Code Section 11852.5 and County policy. County Contractor shall exercise diligence in the billing and collection of fees from participants. In any event, Contractor shall not withhold services to a participant because of a participant's present inability to pay for such services.

9.6 TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS

9.6.1 Contractor shall provide a tobacco-free environment and develop tobacco 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 20 feet of doors and windows at all program facilities.
- c) Integrating information regarding nicotine, 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.

9.7 DRUG FREE WORK PLACE

9.7.1 Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Workplace 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(b) 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(c), 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.

9.8 HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING

9.8.1 Contractor providing treatment services hereunder shall:

- A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).
- B. 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. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents 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 the employee's personnel file. 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. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through the State of California - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.
- G. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but 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 the 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).
- H. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients 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.
- I. Make available to all participants and employees the

location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

- J. 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.
- K. 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.
- L. Consider priority admission for all applicants who identify as HIV/AIDS infected.
- M. Comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

9.9 MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS

- 9.9.1 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.
- 9.9.2 Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

9.10 REPORTING OF CHILD ABUSE OR NEGLECT

- 9.10.1 If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has

been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800)540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

9.11 REPORTING OF ELDER AND DEPENDENT ADULT ABUSE

9.11.1 If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

9.12 NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

9.12.1 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 program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a program participant. 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.

9.13 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, 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)

9.14 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 thirty (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 Master Agreement.

9.15 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 Master Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Master Agreement, 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 Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

9.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Exhibit I.

There are 3 options for HIPAA language:

Covered Entity - Contractor provides direct patient care and by definition must not only have access to patient medical records but also provides input into the content of the patient's medical record.

Business Associate - Contractor provides services to HIPAA-impacted department in the course of the provision of the Agreement services on behalf of the County, creates, has access to, transmits, or maintains

patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

Inadvertent Access - Contractor is neither a Covered Entity nor Business

Associate. Contractor or its employees are not intended to have access to patient medical records/patient information, but in the course of the performance of Agreement services, may have inadvertent access to such records.

For each Master Agreement Work Order, the applicable HIPAA provision will be determined and included in the MAWO.

9.17 LIQUIDATED DAMAGES

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

9.17.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars

(\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.17.3 The action noted in sub-paragraph 9.17.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

9.17.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or 9.17.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

9.18 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

9.18.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is

formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.19 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 modem. 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.

9.20 PERFORMANCE BENCHMARKS AND DASHBOARDS

1. Contractor performance for services provided under this Contract shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through SAPC Dashboards, which shall be made public and posted on the SAPC website. Dashboards are used to gauge

Contractors' performance and progress towards meeting established benchmarks, and Contractors shall be responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.

2. For purposes of measuring Contractor's performance, the following shall apply:
 - a) Contractor is required to meet the County Benchmark in the selected areas identified by SAPC through directive(s).
 - b) If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30), then Contractor shall develop a performance improvement plan. When an improvement plan must be completed, it shall be submitted to SAPC Director or his designee, by no later than September 15 of the next fiscal year.
 - c) In addition to providing a performance improvement plan, Contractors that fall below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in a process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

9.21 PARTICIPANT RECORDS

Participant records shall include intake information consisting of personal, family, educational, substance use, criminal (if any), mental health and medical histories; participant identification data; diagnostic studies, if appropriate; a recovery and treatment plan which includes short- and long-term goals generated by staff and participant; assignment of a primary counselor; description of type and frequency of services including support services to be provided; a record of client interviews; and a discharge/transfer plan and summary.

9.22 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.22.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.22.2 Contractor shall not knowingly and with the intent to defraud,

fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.22.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.22.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISO of this information prior to responding to a solicitation or accepting a contract award.

9.23 WHISTLEBLOWER PROTECTIONS

(Provision is applicable to federally-funded MAWOs only)

9.23.1 Per 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.

9.23.2 Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

10.0 CONTRACTOR'S OFFICE

Contractor's office, business telephone number, facsimile (FAX) number, and electronic mail (e-mail) address is identified in Exhibit B, Contractor's Administration. 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 ten (10) calendar days prior to the effective date(s) thereof.

11.0 NOTICES

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

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

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

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

COUNTY OF LOS ANGELES
APPROVED AS TO FORM
THE OFFICE OF THE COUNTY COUNSEL JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**MASTER AGREEMENT FOR
SUBSTANCE USE DISORDER SERVICES**

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

(HIPAA)

SPECIFIC HIPAA REQUIREMENT WILL VARY BY WORK ORDER

**CONTRACTOR'S OBLIGATION AS A "COVERED ENTITY" UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and county understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy and security.

Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for damages to the other party that are attributable to such failure.

=====

OR

**CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE
(INADVERTENT ACCESS) UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA) OF 1996**

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that

neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records.

Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

=====

OR

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

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

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates. The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another

business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation at 45 C.F.R. Data Aggregation" has the same meaning as the term "data aggregation at 45 C.F.R. § 164.501. 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any

removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master

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

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES. SECURITY INCIDENTS. AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

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

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date

of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

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

5.2.2. Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at:**

Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012,

HIPAA@auditor.lacounty.gov, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date

of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

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

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

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

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement)

shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

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

8. AMENDED OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the

receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed;

and

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

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered

Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

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

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

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

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

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media

publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information

that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

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

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the

breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has

been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it

is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

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

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any noncompliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Subparagraph 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its

responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.