



# **DEPARTMENT OF PUBLIC HEALTH**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR SUBSTANCE USE SUPPORTIVE SERVICES**

**RFSQ #2025-002**

**Prepared By  
County of Los Angeles  
Department of Public Health  
Contracts and Grants Division**

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## APPENDICES

- A Master Agreement:** Identifies the terms and conditions in the Master Agreement.
- B Required Forms:** Forms that must be completed and included in the Statement of Qualifications (SOQ).
- C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

## 1.0 SOLICITATION INFORMATION AND TIMETABLE

RFSQ INFORMATION AND TIMETABLE	
<b>RFSQ Release Date</b>	March 21, 2025
<b>RFSQ Contact</b>	Sarmen Antanesian, via email: <a href="mailto:santanesian@ph.lacounty.gov">santanesian@ph.lacounty.gov</a>
<b>Solicitation Requirements Review (SRR) Request Due</b>	March 28, 2025, 3:00 PM Pacific Time (PT)
<b>Written Questions Due</b>	March 28, 2025, 3:00 PM PT
<b>Questions and Answers Released via Addendum</b>	April 7, 2025
<b>SOQs Due</b>	April 21, 2025, 3:00 PM PT
<b>Anticipated Master Agreement Term</b>	Date of execution – June 30, 2030

## **2.0 GENERAL INFORMATION**

### **2.1 Background**

The County of Los Angeles (County) Department of Public Health (Public Health), Bureau of Substance Abuse Prevention and Control (SAPC) has the primary responsibility for administering the County's continuum of substance use prevention, harm reduction, treatment, and recovery programs in order to reduce the impact of substance use disorders (SUD) on individuals, families and communities, including, but not limited to, vulnerable populations and those eligible for or enrolled in Medi-Cal. Public Health must meet County, State, and federal regulations through the promotion, development, and maintenance of a comprehensive network of programs that respond to public policy and regulatory requirements.

### **2.2 Scope of Work**

Public Health is seeking qualified companies, providers, and/or agencies (all hereafter "vendors") to enter into a Master Agreement with the County to provide Substance Use Supportive Services (SUSS) through one or more the following service categories:

**Category 1:** Capacity Building, Training and Technical Support Services

**Category 2:** Evaluation Services

**Category 3:** Harm Reduction Services

**Category 4:** Housing and Support Services

**Category 5:** Integrated Care and Network Adequacy Services

**Category 6:** Outreach and Engagement Services

**Category 7:** Prevention Program Services

**Category 8:** SUD Workforce Education and Training Services

#### **SUSS**

Through this Request for Statement of Qualifications (RFSQ) process, Public Health aims to create a comprehensive network of SUSS contractors. Below is a description of the SUSS service categories. Only those Master Agreement contractors qualified in the specific service categories will be able to participate in future work order solicitations (WOS) under this RFSQ:

**2.2.1 Category 1: Capacity Building, Training, and Technical Support Services:** This service category includes targeted efforts and strategies that support contracted providers, particularly those with less access to other resources, develop and strengthen their organizational capacity to deliver quality, effective, efficient, and/or accessible and tailored services in a conducive environment and to support service expansion. In addition, this service category includes a broad range of activities to educate and instruct providers to improve existing SUD prevention, treatment, harm reduction, and related services delivery. Services provided under this category

include, but are not limited to, organizational incubation, pre-capacity support, organizational infrastructure development, and service delivery training. Services also include efforts designed to improve access to quality and outcome-based services, leadership and staff development, operational and administrative systems improvement, and/or implementation of standards, practices, and procedures specified by the County.

**2.2.2 Category 2: Evaluation Services:** These services include objective and transparent research methods to identify measurable strategies for enhancing the effectiveness of SUD prevention, harm reduction, and treatment efforts while promoting equity throughout Los Angeles County (LAC). Evaluation services include working with Public Health, other government agencies, and/or community-based organizations to evaluate SUD programs, with a proven ability to meet reporting and compliance standards. These services utilize data collection tools and methodologies specific to SUD prevention, harm reduction, and treatment, including surveys, focus groups, and advanced statistical analysis, ensuring evidence-based, data driven outcomes.

**2.2.3 Category 3: Harm Reduction Services:** This service category includes data-driven and community informed public health programs and activities that aim to reduce the negative consequences associated with substance use. Harm reduction services focus on “meeting people where they are,” recognizing that many people are not willing or able to stop using substances, and decreasing the negative consequences associated with drug use by equipping individuals with the knowledge and resources needed to protect themselves. Under this service category, contractors will use a variety of safer use strategies including, but not limited to, providing necessary supplies such as naloxone and any other opioid overdose reversal medication approved by the US Food and Drug Administration, drug test strips (e.g., fentanyl, xylazine), safe smoking and safe injection supplies, peer services, and referrals to medical, SUD, medication for addiction treatment, and mental health services.

**2.2.4 Category 4: Housing and Support Services:** These services include efforts to assist people experiencing homelessness and other eligible individuals to access stable housing. This may include Recovery Bridge Housing, Recovery Housing, and Housing Navigation. Additionally, under this category, services may include benefit enrollment and navigation, rental assistance, tenant advocacy, and other services that support individuals accessing and remaining in housing.

**2.2.5 Category 5: Integrated Care and Network Adequacy Services:** This service category includes efforts to ensure adequate network access as well as access to SUD services that support integrated care, which includes coordination with physical health, mental health, social services, services for the justice involved, homeless services, and/or population specific care,

etc. that enables development of substance use only services to address regional or other gaps and needs.

**2.2.6 Category 6: Outreach and Engagement Services:** These services include efforts to increase awareness of SUD prevention, harm reduction, treatment, and/or other related services by conducting individual, group and/or community level activities and events. Outreach and engagement occur in multiple settings (e.g., schools, faith-based organizations) and is designed to address the developmental, cultural, social, and other needs of the community. Services may include, but are not limited to, street outreach, education, health/community fairs, recreational/activity events, media campaigns, and targeted outreach to community stakeholders to increase visibility and support in relation to SUD.

**2.2.7 Category 7: Prevention Program Services:** These are services that provide education and prevention services to communities, individuals, and organizations to address community and individual risk factors that contribute to substance use-related problems. Prevention program services aim to identify the local determinants that impact health conditions (e.g., neighborhood safety, green spaces, and ongoing trauma), and design and implement planning tools to reduce health inequities and support implementation of local prevention strategies that promote positive norms and community change. Specific prevention services include individual education and skills development, community health promotion, provider education, coalition and network development, organizational practices and community norms, policy advocacy for environmental change, and risk reduction services.

**2.2.8 Category 8: SUD Workforce Education and Training Services:** SUD workforce education and training includes a range of activities to train and educate the registered, certified, and licensed SUD workforce, including developing a workforce pipeline for aspiring SUD professionals. SUD workforce education and training services include, but are not limited, to developing and implementing processes for scholarship and/or tuition reimbursement, collaborating with SUD certifying organizations, conducting required SUD counselor courses, establishing internships for participants, and providing employment development opportunities.

## **2.3 Overview of Solicitation Document**

This RFSQ:

- 2.3.1 Specifies the minimum qualifications required of Vendors and provides information regarding requirements of the Master Agreement and the solicitation process.
- 2.3.2 Contains instructions to Vendors on how to prepare and submit their SOQs.
- 2.3.3 Explains how the SOQ will be reviewed, selected, and qualified.
- 2.3.4 Includes the following Appendices:



- A Master Agreement:** The Master Agreement under this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- B Required Forms:** Forms that must be completed and included in the SOQ.
- C Solicitation Requirements Review (SRR) Request:** Transmittal sent to Public Health requesting a Solicitation Requirements Review.
- D Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

## **2.4 Terms and Definitions**

A list of specific definitions can be found in Appendix A (Master Agreement), Paragraph 2.0 (Definitions).

## **2.5 Master Agreement Process**

The objective of this RFSQ is to select a pool of qualified Vendors to provide SUSS. Specific tasks, deliverables, etc., will be determined at the time the Department issues a Work Order Solicitation (WOS).

**2.5.1** Master Agreements will be executed with all Vendors determined to be qualified for the specific category(ies) for which they submit an SOQ.

**2.5.2** Upon the Department's execution of Master Agreements, qualified Vendors will become County contractors, and thereafter be solicited under competitive conditions to provide as needed SUSS under Work Orders to be issued by the County. Work Orders will include a Statement of Work which will describe in detail the particular project and the work required for the performance thereof. Payment for all work will be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order. The execution of a Master Agreement does not guarantee a contractor any minimum amount of business.

**2.5.3** If the Master Agreement includes various categories of services, only those contractors that submit an SOQ and qualify for the specific category, will be contacted to submit a bid/proposal in response to a WOS for that category.

## **2.6 Master Agreement Term**

Master Agreements will be effective upon execution and will continue in full force and effect through June 30, 2030, unless sooner extended or terminated.

The County will have the sole option to extend the Master Agreements for five additional years through June 30, 2035. The five-year extension will be exercised at the discretion of Public Health.

The County will continuously accept SOQs throughout the duration of the Master Agreement period to qualify additional vendors and/or allow contractors to apply

for additional categories. New Master Agreements or amendments to Master Agreements will become effective upon execution.

## **2.7 Indemnification and Insurance**

Vendors are required to comply with the Indemnification provisions contained in Appendix A (Master Agreement), Paragraph 8.26. Vendors must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix A (Master Agreement), Paragraphs 8.27 and 8.28.

## **3.0 MINIMUM MANDATORY REQUIREMENTS**

Interested and qualified Vendors that meet the minimum mandatory requirements (MMR) stated below are invited to submit an SOQ to qualify in one or more of the SUSS categories identified in Section 2.2 (Scope of Work).

**Note: The minimum mandatory requirements may not be met through any collaboration, partnership, or subcontract relationship with another vendor or organization. Each vendor must independently meet the MMR listed.**

- 3.1** Vendors must have one consecutive year of experience within the last three years providing SUSS or services equivalent or similar to the service category(ies), identified in Section 2.2 (Scope of Work), for which they are attempting to qualify.
- 3.2** If a Vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, that Vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

The County will verify unresolved disallowed costs for each Vendor.

## **4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Master Agreement Execution**

The County is not responsible for representations made by any of its officers or employees prior to the execution of a Master Agreement, unless such understanding or representation is included in the Master Agreement.

### **4.2 County's Right to Amend Request for Statement of Qualifications**

The County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in this RFSQ document and any authorized written addenda thereto. Such addendum will be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The

County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.3 County Option to Reject SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ. The County will not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

#### **4.4 Background and Security Investigations**

Background and security investigations of Vendor staff may be required at the discretion of the County as a condition of beginning and continuing work under any Master Agreement Work Order (MAWO) issued under a resulting Master Agreement. The cost of background checks is the responsibility of the selected contractor.

### **5.0 NOTIFICATION TO VENDORS**

#### **5.1 Public Records Act**

**5.1.1** Responses to this RFSQ become the exclusive property of the County. At such time as when the Department recommends the qualified Vendor(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

**5.1.2** The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential will not be deemed sufficient notice of exception. Vendors must specifically label only those provisions of their respective SOQs which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

#### **5.2 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and e-mailed to:

Sarmen Antanesian, Contract Analyst  
County of Los Angeles – Department of Public Health  
Contracts and Grants Division  
E-mail address: [santanesian@ph.lacounty.gov](mailto:santanesian@ph.lacounty.gov)

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

### **5.3 Mandatory Requirement to Register on County's WebVen**

Prior to executing a Master Agreement, all potential contractors must register in the County's WebVen. The WebVen contains each Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

### **5.4 Protest Process**

**5.4.1** Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

**5.4.2** Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Master Agreement based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

#### **5.4.3 Grounds for Review**

Unless State or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action is limited to the following:

**5.4.3.1** Solicitation Requirements Review (Referenced in Section 9.1)

**5.4.3.2** Disqualification Review (Referenced in Section 9.2)

### **5.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a contractor under this RFSQ, or any competing contract, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendors must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms).

### **5.6 Determination of Contractor Responsibility**

**5.6.1** 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.

**5.6.2** Vendors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether a Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to

violations of labor laws related to employee compensation and benefits, and evidence of false claims made by Vendors against public entities. Labor law violations which are the fault of the subcontractors and of which a Vendor had no knowledge will not be the basis of a determination that the Vendor is not responsible.

- 5.6.3** The County may declare a Vendor to be non-responsible for purposes of this RFSQ if the Board, in its discretion, finds that the Vendor 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 Vendor'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 omission 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.
- 5.6.4** If there is evidence that a Vendor may not be responsible, the Department will notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. The Department will provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.6.5** If the Vendor presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of Vendors will reside with the Board.
- 5.6.6** These terms will also apply to proposed subcontractors of Vendors on County contracts.

## **5.7 Contractor Debarment**

- 5.7.1** Vendors are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar a Vendor from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Vendor's existing contracts with County, if the Board finds, in its discretion, that the Vendor 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 Vendor'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.

**5.7.2** These terms will also apply to proposed subcontractors of Vendors on County contracts.

**5.7.3** A listing of contractors that are currently on the Debarment List for LAC may be obtained on the following website:  
<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.8 Improper Consideration**

### **5.8.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a contract or Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. Vendors must not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a contract or Master Agreement.

### **5.8.2 Notification to County**

Vendors must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

### **5.8.3 Form of Improper Consideration**

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

## **5.9 County Lobbyist Ordinance**

The County has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it is the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation, or other entity submitting a response to this RFSQ, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Vendor

is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

## **5.10 Consideration of GAIN/START Participants for Employment**

**5.10.1** As a threshold requirement for consideration of a Master Agreement, Vendors must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Vendors must attest to a willingness to provide employed GAIN/START participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**5.10.2** Vendors who are unable to meet this requirement will not be considered for a Master Agreement. Vendors must submit a completed Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

## **5.11 Jury Service Program**

**5.11.1** The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") ([Los Angeles County Code, Chapter 2.203](#)). Prospective contractors should carefully review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (Master Agreement), which is incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both contractors and their subcontractors.

SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

**5.11.2** Vendors must certify compliance with the County's Contractor Employee Jury Service Ordinance in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms). If a Vendor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Vendor must so indicate in Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Vendor's SOQ, the County will determine, in its sole discretion, whether the Vendor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.



## **5.12 Pending Acquisitions/Mergers by Proposing Company**

Vendors must notify the County of any pending acquisitions/mergers of their companies unless otherwise legally prohibited from doing so. If a Vendor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisition/merger. This information must be provided by Vendors in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of a Vendor to provide this information may eliminate its SOQ from any further consideration. Vendors have a continuing obligation to notify the County and update any changes to their response in Exhibit 2 (Organization Questionnaire/Affidavit) of Appendix B (Required Forms) during the RFSQ process.

## **5.13 Charitable Contributions Compliance**

**5.13.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Vendors should carefully read the Background and Resources: California Charities Regulations, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) also have specific audit requirements.

**5.13.2** All Vendors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms). A completed Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) is a required part of any agreement with the County.

**5.13.3** Vendors that do not complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms) as part of this solicitation process may, in the County's sole discretion, be disqualified from Master Agreement award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

## **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** The prospective Master Agreements are subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") [Los Angeles County Code, Chapter 2.206](#). Vendors should



reference the pertinent provisions of Appendix A (Master Agreement), Paragraphs 8.60 and 8.61. The Defaulted Tax Program applies to both contractors and their subcontractors.

**5.14.2** Vendors are required to certify whether they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 3 (Certification of Compliance) in Appendix B (Required Forms). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor ([Los Angeles County Code, Chapter 2.202](#)).

**5.14.3** SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

## **5.15 County's Commitment to Zero Tolerance Policy on Human Trafficking**

**5.15.1** On October 4, 2016, the County approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

**5.15.2** Vendors are required to complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.8 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (Master Agreement). Further, selected contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded under this RFSQ.

## **5.16 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

**5.16.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

**5.16.2** Upon Master Agreement award or at the request of the A-C and/or Public Health, selected contractors must submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

**5.16.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

**5.16.4** Upon Master Agreement award or at any time during the duration of the Master Agreement, a contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

## **5.17 Vendor's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

**5.17.1** On May 29, 2018, the County approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#).

**5.17.2** Vendors are required to complete Exhibit 3 (Certification of Compliance) of Appendix B (Required Forms), certifying that they are in full compliance with Government Code [Section 12952](#). Further, selected contractors are required to comply with the requirements under Government Code [Section 12952](#) for the term of any Master Agreement awarded pursuant to this solicitation.

## **5.18 Contractor Alert Reporting Database**

**5.18.1** The County maintains the Contractor Alert Reporting Database (CARD), which is used to track/monitor poorly performing contractors. When a County department identifies a significant performance/non-compliance issue with a contractor, the department will provide notice to the contractor and will give the contractor an opportunity to correct the issue(s). If the contractor does not take any appropriate steps to correct the issue(s), the County department will enter the contractor, along with any other relevant information pertaining to the contractor's performance issue(s), into CARD.

**5.18.2** The information entered into CARD can be accessed by all County departments, and will be used, along with any other relevant information not included in CARD, in determining Vendor responsibility. If a department reviews this information and determines that a finding of non-responsibility should be pursued, the department will adhere to the guidelines specified in the [Los Angeles County Code Chapter 2.202](#), and the County's Implementation Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment.

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

A Vendor, or a Contractor or its subsidiary or Subcontractor ("Vendor/Contractor"), is prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has provided advice or consultation for the solicitation. A Vendor/Contractor is also prohibited from submitting an SOQ in a County solicitation if the Vendor/Contractor has developed or prepared any of the

solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Vendor from participation in the County solicitation or the termination or cancellation of any resultant County Master Agreement. ([Los Angeles County Code, Chapter 2.202.](#))

## **5.20 Community Business Enterprise (CBE) Participation**

The County has adopted a Community Business Enterprise (CBE) Program which includes business enterprises certified as disadvantaged business enterprises disabled veteran-owned, minority-owned, women-owned, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business types. The County has established a collective 25% participation goal for CBE certified firms, calculated on the eligible procurement dollars. The program maintains data on the types of businesses registered as CBEs and their utilization. Each Vendor's CBE participation must be reflected in Exhibit 5 (Community Based Enterprise (CBE) Information form) of Appendix B (Required Forms).

All Vendors must document efforts taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services. Vendors must make documents related to these efforts available to the County upon request.

The County strongly encourages participation by CBEs; however, the final selection of Master Agreement award under this RFSQ will be made without regard to race, color, creed, or gender. The final selection will be based on each Vendor's ability to provide the best service and value to the County.

To obtain a list of the County's CBE certified firms, e-mail a request to the County of Los Angeles Department of Economic Opportunity at [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject "**Request for CBE Listing.**"

For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

## **5.21 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding 12 months by the party or their agent. State regulations require this disclosure to be made at the time an application or SOQ is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Vendors are advised that they and all of their subcontractors must complete and return as part of their SOQ, Exhibit 7 (Contribution and Agent Declaration Form) of Appendix B (Required Forms). Vendors are further advised that they and their subcontractors must update Exhibit 7 throughout the pendency of this solicitation if a contribution is made after the initial disclosure when the SOQ is submitted, and as requested at any time by the County prior to Master Agreement award. Failure by any Vendor or subcontractor(s) to complete and submit Exhibit 7, and failure by any Vendor or subcontractor(s) to update the

declaration as required by law or as otherwise requested by the County, may eliminate the SOQ from further consideration and/or the Vendor may be disqualified from Master Agreement award, as determined in the County's sole discretion. Further, all Vendors and their subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for 12 months after the date a final decision is made in the Master Agreement proceeding involving this solicitation.

## **5.22 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)**

**5.22.1** Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded, or whose principals are suspended, debarred, or excluded from securing federally funded contracts. At the time of response to this RFSQ, Vendors must submit a certification, as set forth in Exhibit 8 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions [45 C.F.R. Part 76]) of Appendix B (Required Forms), attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a SOQ submitted in response to this RFSQ identify prospective subcontractors, or should a Vendor intend to use subcontractors in the provision of services under any subsequent Master Agreement, the Vendor must submit a certification completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, or other principals are currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

**5.22.2** Failure to provide the required certification may eliminate a Vendor's response to the RFSQ from consideration.

**5.22.3** In the event that a Vendor and/or its subcontractor(s) is or are unable to provide the required certification, that Vendor instead must provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. The Vendor's written explanation must describe the specific circumstances concerning the inability to certify. It further must identify any owner, officer, partner, director, or other principal of the proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation must provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

**5.22.4** The written explanation will be examined by the County to determine, in its discretion, whether further consideration of the SOQ in response to this RFSQ is appropriate under federal law.

## **6.0 COUNTY'S PREFERENCE PROGRAMS**

To apply for certification as a Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), or Social Enterprise (SE), businesses should contact the County Department of Consumer and Business Affairs (DCBA) at <http://dcba.lacounty.gov>.

### **6.1 Preference Program Enterprises Prompt Payment Program**

It is the intent of the County that certified Preference Program Enterprises receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

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

## **7.0 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS**

This Section contains key project activities as well as instructions to Vendors in how to prepare and submit their SOQs.

### **7.1 Truth and Accuracy of Representations**

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ will be sufficient cause for rejection of the SOQ. The evaluation and determination in this area will be at the Director's sole judgment which will be final.

### **7.2 Vendors' Questions**

**7.2.1** Vendors may submit written questions regarding this RFSQ by e-mail to the contact person identified in Section 1.0 (Solicitation Information and Timeline). All questions must be received by the date and time specified in Section 1.0 (Solicitation Information and Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

**7.2.2** When submitting questions, Vendors must specify the RFSQ section 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. The County reserves the right to group similar questions when providing answers.

### **7.3 Preparation and Format of the SOQ**

One SOQ per Vendor may be submitted. SOQs must be submitted via e-mail to the contact person identified in Section 1.0 (Solicitation Information and Timetable)

by the date and time listed in Section 1.0 (Solicitation Information and Minimum Mandatory Requirements).

Any SOQ that deviates from the format listed below may be rejected without review at Public Health's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)

### **7.3.1 Table of Contents**

The Table of Contents must include a comprehensive listing of material included in the SOQ, and a clear definition of the material, identified by sequential page numbers and by Section reference numbers.

### **7.3.2 Vendor Qualifications (Section A)**

This section must demonstrate that the Vendor's organization has the experience to perform the required services. The following Sections must be included:

#### **7.3.2.1 Vendor's Background and Experience (Section A.1)**

- 1) Vendors must complete, sign, and date Exhibit 1 (Statement of Qualifications Checklist) as set forth in Appendix B (required Forms).
- 2) Vendors must complete, sign, and date Exhibit 2 (Organization Questionnaire/Affidavit) as set forth in Appendix B (Required Forms).
- 3) Vendors must complete, sign, and date Exhibit 6 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements) and demonstrate the ability to satisfy each of the MMRs, as outlined in Section 3.0 of this RFSQ, and have the capability to perform the required services for **each** category for which they are attempting to qualify.

Vendors must include a description of experience for **each** category for which the Vendor is attempting to qualify, limited to two pages per category, as provided in Exhibit 6 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements).

**The person signing the forms on behalf of the Vendor must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement.**

Taking into account the structure of their organization, Vendors must determine which of the below referenced supporting documents the County requires. If a Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Vendor's business organization and authority of individuals to sign contracts.

If the below referenced documents are not available at the time of SOQ submission, Vendors must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents, as applicable:**

**Corporations or Limited Liability Company (LLC):**

Vendors must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.
- 3) If applicable, Vendors must provide a copy of their Internal Revenue Service 501(c)(3) Determination Letter which must state that the organization qualifies for tax-exempt status under section 501(c)(3) status of the Internal Revenue Code.

**Limited Partnership:**

Vendors must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership, and any amendments, as filed with the California Secretary of State.

**Debarment History and List of Terminated Contracts (Section A.2)**

The County will conduct a review of each Vendor's terminated contracts and debarment history. Vendors must include contracts terminated within the past three years with a reason for termination in Appendix B (Required Forms), Exhibit 4 (Debarment History and List of Terminated Contracts). The completed Exhibit 4 (Debarment History and List of Terminated Contracts) must be provided as part of the SOQ.

**7.3.2.2 Pending Litigation and Judgments (Section A.3)**

Public Health will conduct a review of each Vendor's pending litigation and judgements. Vendors must identify by name, case

number, and court jurisdiction any pending litigation in which a Vendor is involved, or judgments against the Vendor in the past five years. Additionally, Vendors must provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor or statement verifying Vendor has no pending litigation or judgements.

A review to determine the magnitude of any pending litigation or judgements against each Vendor will be conducted by the County.

### **7.3.3 Required Forms (Section B)**

Vendors must complete and include all forms identified in Appendix B (Required Forms). Required forms not submitted in previous sections must be submitted under Section B.

Exhibit 3	Certification of Compliance
Exhibit 5	Community Business Enterprise (CBE) Information (Excel Worksheet)
Exhibit 7	Contribution and Agent Declaration Form
Exhibit 8	Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)
Exhibit 9	Declaration

### **7.3.4 Proof of Insurability (Section C)**

Vendors must provide proof of insurability that meets all insurance requirements set forth in Appendix A (Master Agreement), Paragraphs 8.27 and 8.28. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award must be submitted with the SOQ.

## **7.4 SOQ Submission**

**7.4.1** It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. SOQs are due on or before the date specified in the RFSQ Timetable, via e-mail to the contact person identified in Section 1.0 (Solicitation Information and Timetable). No hard responses copies delivered in person or by facsimile (fax) will be accepted. All SOQ documentation must be attached, not linked, to the e-mail.

**7.4.2** Vendors must clearly indicate “**SOQ Submission for Substance Use Supportive Services, RFSQ #2025-002**” in the subject line of the e-mail submission.



**7.4.3** SOQs must be submitted in searchable Adobe PDF format, with confidential, proprietary, and trade secret information noted. Vendors must specifically mark as confidential, proprietary, or trade secret only those parts of the SOQ that are actually trade secrets, confidential, or proprietary in nature. Blanket or categorical marking of each page of the SOQ as "Trade Secret," "Confidential," or "Proprietary," is not acceptable and will be rejected in the sole discretion of the County.

**7.4.4** Please note, each e-mail attachment file size is limited to 20 MB per e-mail. Vendors bear all risks associated with delays in delivery. Any SOQ that deviates from this format may be rejected without review at the Public Health Director's sole discretion.

**7.4.5** The County may continue to select Vendors from this RFSQ process and, depending on service needs, may accept SOQs throughout the duration of the Master Agreement term from interested Vendors.

## **7.5 Acceptance of Terms and Conditions of Master Agreement**

Vendors are notified that submission of an SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix A (Master Agreement).

## **7.6 SOQ Withdrawals**

A Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the Director or designee.

# **8.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

## **8.1 Review Process**

SOQs will be reviewed by qualified County staff. The review process will include the following steps:

### **8.1.1 Vendor's Qualifications (Section A)**

The County will review each Vendor's Background and Experience as provided in Section A.1 of the SOQ.

### **8.1.2 Adherence to Minimum Mandatory Requirements**

The County will review Exhibit 1 (SOQ Checklist), Exhibit 2 (Organization Questionnaire/Affidavit), and Exhibit 6 (Minimum Mandatory Requirements) of Appendix B (Required Forms), to determine if each Vendor meets the MMRs as outlined in Section 3.0 of this RFSQ.

Failure of a Vendor to meet the MMRs may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

**8.1.2.1** A review of CARD if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

**8.1.2.2** A review to determine the magnitude of any pending litigation or judgments against each Vendor, as provided in Section A.3 of the SOQ.

**8.1.3 Required Forms (Section B)**

All forms listed in Section 7.3.3 (Required Forms) included in Section B of the SOQ will be reviewed.

**8.1.4 Proof of Insurability (Section C)**

The proof of insurability provided in Section C of the SOQ will be reviewed.

**8.2 Selection/Qualification Process**

The Department will generally select Vendors that have experience in providing a broad range of SUSS. However, in order to ensure the Department has a varied pool of qualified contractors, the Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

**8.3 Master Agreement Award**

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

Public Health will execute Board-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.

Public Health will continuously accept SOQs throughout the Master Agreement term to qualify additional Vendors. Master Agreements will become effective upon the date of execution by Public Health's Director, or designee.

## **9.0 PROTEST PROCESS OVERVIEW**

**9.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review (SRR) by submitting Appendix C (Solicitation Requirements Review Request) to Public Health as described in this Section. A request for SRR may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

- 9.1.1** The request for SRR is made within the time frame identified in the solicitation document;
- 9.1.2** The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.1.3** The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request asserts that either:
  - 9.1.4.1** Application of the MMRs, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or,
  - 9.1.4.2** Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendors.

The SRR will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

## **9.2 Disqualification Review**

An SOQ may be disqualified from consideration because the Department determined it was non-responsive at any time during the review/evaluation process. If the Department determines that an SOQ is disqualified due to non-responsiveness, the Department will notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review will be completed and the determination will be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

## 10.0 MASTER AGREEMENT CONTRACTORS APPLYING FOR ADDITIONAL SUSS CATEGORIES

During the term of this RFSQ, existing Master Agreement contractors may submit an abbreviated SOQ to qualify for additional SUSS categories per the submission requirements below:

**10.1** Current Master Agreement contractors must submit **only** Exhibit 6 (Vendor's Affidavit of Adherence to Minimum Mandatory Requirements) of Appendix B (Required Forms), via e-mail to the contact person identified in Section 1.0 of this RFSQ (Solicitation Information and Timetable).

**10.1.1** Current Master Agreement contractors must clearly indicate "**SOQ Submission for Substance Use Supportive Services, RFSQ #2025-002**" in the subject line of the e-mail submission.

**10.1.2** SOQs must be submitted in searchable Adobe PDF format.

**10.1.3** Any SOQ that deviates from this format may be rejected without review at the Public Health Director's sole discretion.

All abbreviated SOQs submitted to qualify for additional SUSS categories will be reviewed by qualified staff to determine if the current Master Agreement contractor meets the MMRs as outlined in Section 3.0 of this RFSQ.

Failure of a current Master Agreement contractor to meet the MMRs may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

All abbreviated SOQs are subject to Disqualification Review as described in Section 9.2 of this RFSQ.

Public Health will inform Master Agreement contractors deemed qualified for the additional categories and will issue an amendment to their Master Agreement to add additional service category(ies).

**SAMPLE MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC HEALTH**

**AND**

**(CONTRACTOR)**

**FOR**

**SUBSTANCE USE SUPPORTIVE SERVICES**

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**EXHIBITS:**

- A County's Administration
- B Contractor's Administration
- C Safely Surrendered Baby Law
- D Sample Master Agreement Work Order
- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest
- E3 Contractor Acknowledgement and Confidentiality Agreement
- F Charitable Contributions Certification
- G Subsequent Executed MAWOs (Not Attached)
- H Information Security and Privacy Requirements

**MASTER AGREEMENT**  
**BETWEEN**  
**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH**  
**AND [CONTRACTOR NAME]**  
**FOR**  
**SUBSTANCE USE SUPPORTIVE SERVICES**

This Master Agreement and its Exhibits is made and entered into on **Enter Date** by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and **Contractor Name**, hereinafter referred to as "Contractor". **Contractor Name** is located at **Contractor Address**. **Contractor** will provide Substance Use Supportive Services in following marked categories:

- ☐ Category 1: Capacity Building, Training and Technical Support Services
- ☐ Category 2: Evaluation Services
- ☐ Category 3: Harm Reduction Services
- ☐ Category 4: Housing and Support Services
- ☐ Category 5: Integrated Care and Network Adequacy Services
- ☐ Category 6: Outreach and Engagement Services
- ☐ Category 7: Prevention Program Services
- ☐ Category 8: SUD Workforce Education and Training Services

**RECITALS**

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

WHEREAS, this Master Agreement is authorized under California Government Code Section 31000 which authorizes the Board to contract for special services and Contractor specializes in providing substance use supportive services; and

WHEREAS, on MONTH DAY, YEAR the Board has authorized the Director of Public Health, or designee to execute and administer this Master Agreement; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide specialized substance use supportive services.

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Exhibits:**

- Exhibit A County's Administration
- Exhibit B Contractor's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Sample Master Agreement Work Order
- Exhibit E1 Certification of Employee Status
- Exhibit E2 Certification of No Conflict of Interest
- Exhibit E3 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F Charitable Contributions Certification
- Exhibit G Subsequent Executed MAWOs (Not Attached)
- Exhibit H Information Security and Privacy Requirements

Provider Network Bulletins (as they currently exist, or may be updated from time to time throughout the term of this Master Agreement) provide additional guidance and can be found at:

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

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Amendment:** Any change which affects the scope of work, Master Agreement or MAWO term, contract sum, payments, or any term or condition included under this Master Agreement or a MAWO issued under this Master Agreement.
- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County, acting as governing body.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other person or entity that has entered into this Master Agreement with the County to perform or execute the work covered by this Master Agreement.
- 2.1.4 Contractor's Project Director:** The individual designated by the Contractor to administer the Master Agreement operations after Master Agreement award.
- 2.1.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found here: <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement and any resultant MAWO.
- 2.1.7 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County.
- 2.1.8 County's Master Agreement Work Order (MAWO) Director:** Responsible for coordinating and monitoring the MAWO.
- 2.1.9 County's Project Director:** Person designated by the Director with authority to approve all MAWO solicitations and executions.
- 2.1.10 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of this Master Agreement.
- 2.1.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 Department:** The County of Los Angeles Department of Public Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.

- 2.1.13 Director:** Director of Public Health Department, or designee.
- 2.1.14 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.15 Housing Navigation (HN):** Is an integral part of the process of assisting people in identifying housing options, resources, and services. Providing HN services to Participants residing in RBH and RH will ensure that Participants can actively work towards securing a permanent housing plan, thus mitigating the risk of homelessness and relapse with SUD.
- 2.1.16 Master Agreement:** This standard agreement executed between County and individual contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequently issued MAWOs.
- 2.1.17 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each MAWO must result from a solicitation process. Unless otherwise specified in the MAWO solicitation, the County will select the lowest cost, qualified bid responding to the requirements of the proposed MAWO.
- 2.1.18 Recovery Bridge Housing (RBH):** A type of abstinence-focused, peer-supported housing that provides a safe interim housing environment for individuals who are homeless or unstably housed. Participants in RBH must be concurrently enrolled in treatment, such as outpatient, intensive outpatient, opioid treatment program, or outpatient (aka ambulatory) withdrawal management settings. RBH is often appropriate for individuals with minimal risk with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions. If there is risk potential, these concerns are to be managed by the treating provider.
- 2.1.19 Recovery Housing:** A type of recovery-oriented, abstinence-focused, peer-supported housing that provides a safe interim housing environment for individuals who are homeless and have minimal risk for acute intoxication/withdrawal potential, and biomedical and mental health conditions.
- 2.1.20 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing Contract services.
- 2.1.21 Substance Abuse Prevention and Control (SAPC):** Bureau within Public Health responsible for administering the County's

substance use related services network, including supportive services.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work will be assigned pursuant to solicited MAWOs which will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof. The payment methodology will vary according to the services to be performed, subject to the Total Maximum Amount specified on each individual MAWO. MAWOs will conform to Exhibit D, Sample MAWO.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the MAWO expiration date, and/or that exceeds the Total Maximum Amount as specified in the MAWO as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against the County.
- 3.4 County procedures for issuing and executing MAWOs are as set forth in this Paragraph. Upon determination by the County, it will issue a Work Order solicitation (WOS) containing a Statement of Work to all Master Agreement contractors. Each interested contractor so contacted may submit a bid to the County address and within the timeframe specified in the solicitation. Failure to provide a bid within the specified timeframe may disqualify Contractor for that particular MAWO.
- 3.5 Upon completion of evaluations, County will execute the MAWO by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement Qualified Contractors.
- 3.6 County estimates that selection of any Contractor will occur within 305 business days of completion of the evaluations of the particular MAWO bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular MAWO as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default).

- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of its services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor is responsible for monitoring and controlling the number of hours worked, and more particularly, the resulting dollar value of chargeable services performed by Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated in the MAWO.
- 3.10 Contractor must adhere to any and all Provider Network Bulletins as may be issued by SAPC from time to time throughout the term of this Master Agreement, Provider Network Bulletins are available at the following link:  
<http://publichealth.lacounty.gov/sapc/providers/manuals-bulletins-and-forms.htm?tm#bulletins>

## **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon execution through and including June 30, 2030, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend this Master Agreement for up to additional years, through June 30, 2035.  
  
The County maintains a database to track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3 Contractor must notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to the Department at the address herein provided in Exhibit A (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 Total Contract Sum**

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed MAWOs.

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

Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties,



responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, may occur only with the County's express prior written approval. Any assumption or takeover of any of Contractor's duties, responsibilities, or obligations without the prior written approval of the County will be a material breach of this Master Agreement.

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

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

### **5.4 Invoices and Payments**

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to a MAWO executed under this Master Agreement, Contractor must separately invoice County as specified in the approved MAWO budget(s).

5.4.2 Payment for all work will be on either a Cost Reimbursement, Time and Materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with Paragraph 8.30 of this Master Agreement (Liquidated Damages).

5.4.3 All work performed by, and all invoices submitted by Contractor pursuant to services requests issued hereunder must receive the written approval of the County's MAWO Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under a MAWO issued under this Master Agreement must be submitted to the applicable County's MAWO Director, as designated in Exhibit A (County's Administration).

#### **5.4.5 Invoice Content**

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

#### **Cost Reimbursement**

Each invoice submitted by Contractor must specify:

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

**OR**

**Time and Materials**

Each invoice submitted by Contractor must specify:

- County contract numbers of the MAWO and this Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the MAWO; and
- The total amount of the invoice.

**OR**

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify:

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

**5.4.6 Preference Program Enterprises – Prompt Payment Program**

Certified Prompt Payment Enterprises will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 Days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035

(Preference Program Payment Liaison and Prompt Payment Program).

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local Small Business Enterprise, Disabled Veteran Business Enterprise, or Social Enterprise when not qualified.

## **5.5 Budget Reduction**

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under any MAWO issued under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of the MAWO(s) and this Master Agreement (including any extensions), and the services to be provided by Contractor under any MAWO(s) will also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the services set forth in MAWOs awarded under this Master Agreement.

## **5.6 Contractor Budget and Expenditures Reduction Flexibility**

In order for the County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement and any resultant MAWO(s), without cause, upon the giving of 10 Days' written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of a MAWO via a written amendment to the MAWO.

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and

comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with Public Health, will decide whether to approve exemption requests.

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

### **6.1 County's Administration**

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

### **6.2 County's Master Agreement Project Director**

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

### **6.3 County's Project Director**

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

### **6.4 County's MAWO Director**

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

6.4.1 The responsibilities of the MAWO Director include:

- ensuring that the technical standards and task requirements articulated in the individual MAWOs are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the MAWO;
- coordinating and monitoring the work of Contractor personnel assigned to any MAWO projects, and for ensuring that MAWO objectives are met;

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

6.4.2 The County's MAWO Directors are not authorized to make any changes in MAWO labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared amendments executed pursuant to Paragraph 8.1 of this Master Agreement.

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

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

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

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

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

## **7.1 Contractor's Project Director**

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

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

## **7.2 Contractor's Authorized Official(s)**

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

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

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

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

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

### **7.4 Contractor's Staff Identification**

Contractor will provide, at Contractor's expense, all staff providing services under this Master Agreement and any resultant MAWO with a photo identification badge.

### **7.5 Background and Security Investigations**

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

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under any MAWO issued under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

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

## **7.6 Confidentiality**

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an amendment to this Master Agreement must be prepared and executed by Contractor and the Director, as authorized by the County's Board.

8.1.2 The Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an amendment to the Master Agreement must be prepared and executed by Contractor and the Director.

#### **8.1.3 Addition/Deletion of Categories**

The Master Agreement Project Director (MAPD) or designee may, at their sole discretion, add and/or delete Categories under this Master Agreement. To add or delete Categories, an Amendment to the Master Agreement will be prepared by the County and executed by Contractor and by the MAPD, or designee, as authorized by the County's Board.

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

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

8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement or any MAWO issued under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent requires written amendments to the Master Agreement, which are formally approved and executed by the parties. Any payments by the



County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

Contractor must develop, maintain, and operate procedures for receiving, investigating, and responding to complaints in accordance with the California Department of Health Care Services (DHCS) Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice (IN) 18-010E or [most current version](#) available, and the most current version of the Provider Manual.

- 8.4.1 Within 30 business days after execution of this Master Agreement, Contractor must provide the County with Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.4.2 The policy must include, but not be limited to, when and how new clients, as well as current and recurring clients, are to be informed of the procedures to file a complaint.
- 8.4.3 All clients and/or their authorized representatives must receive a copy of the procedure.
- 8.4.4 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.5 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within 30 business days for County approval.

- 8.4.6 If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.7 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.4.8 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.9 Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

## **8.5 Compliance with Applicable Law**

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

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

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

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

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

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090.](#)
- 8.7.2 Written Employee Jury Service Policy
  - Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five business days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, “Contractor” means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County Master Agreements, MAWOs, or subcontracts. “Employee” means any California resident who is a full-time employee of Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under any MAWO issued under this Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when this Master Agreement commences, Contractor has a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this Paragraph may constitute a material breach of this Master Agreement. In the event of

such material breach, County may, in its sole discretion, terminate this Master Agreement and/or any MAWO issued under this Master Agreement, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

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

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

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

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

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

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

## **8.11 Conflict of Interest**

- 8.11.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement, any MAWO issued under this Master Agreement, or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement or any MAWO issued under this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.11.2 Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure includes, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.11 will be a material breach of this Master Agreement.

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

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

## **8.13 Consideration of Hiring GAIN/START Participants**

- 8.13.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration means that Contractor will interview qualified candidates. The County will refer

GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [bservices@opportunity.lacounty.gov](mailto:bservices@opportunity.lacounty.gov) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.14 Contractor Responsibility and Debarment**

### **8.14.1 Responsible Contractor**

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

### **8.14.2 Chapter 2.202 of the County Code**

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

### **8.14.3 Non-responsible Contractor**

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

#### **8.14.4 Contractor Hearing Board**

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



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

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

#### **8.14.5 Subcontractors of Contractors**

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

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

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

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

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

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

### **8.19 Employment Eligibility Verification**

- 8.19.1 Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and

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

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

## **8.20 Counterparts and Electronic Signatures and Representations**

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

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

## **8.21 Fair Labor Standards**

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

## **8.22 Fiscal Disclosure**

Contractor must prepare and submit to Director, within 10 Days following execution of this Master Agreement, a statement executed by Contractor's duly constituted officers containing the following information: a detailed statement listing all sources of funding to Contractor including private

contributions, nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

If, during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor must promptly notify Director in writing, detailing such changes.

## **8.23 Force Majeure**

- 8.23.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.23.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.23.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.25 Independent Contractor Status**

- 8.25.1 This Master Agreement is by and between the County and Contractor and is not intended, and must not be construed, to

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

- 8.25.2 Contractor is solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement and any MAWO issued under this Master Agreement, all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.25.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.25.4 Contractor must adhere to the provisions stated in Paragraph 7.6 of this Master Agreement (Confidentiality).

## **8.26 Indemnification**

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

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

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement and any resultant MAWO have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.28 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

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

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

County of Los Angeles – Department of Public Health  
Contract Monitoring Section  
5555 Ferguson Drive, 3<sup>rd</sup> Floor, Suite 320  
Commerce, California 90022  
Attention: Manager, Contract Monitoring Section  
E-mail: [CMD-Monitoring@ph.lacounty.gov](mailto:CMD-Monitoring@ph.lacounty.gov)

- Contractor also must promptly report to County any injury or property damage, accident or incident, including any injury to a Contractor employee occurring on County property, and any

loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Master Agreement or any resultant MAWO and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

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

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

#### **8.27.4 Failure to Maintain Insurance**

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

deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.27.5 Insurer Financial Ratings**

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

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

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

**8.27.7 Waivers of Subrogation**

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

**8.27.8 Subcontractor Insurance Coverage Requirements**

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

**8.27.9 Deductibles and Self-Insured Retentions (SIR)**

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



#### **8.27.10 Claims Made Coverage**

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

#### **8.27.11 Application of Excess Liability Coverage**

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

#### **8.27.12 Separation of Insureds**

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

#### **8.27.13 Alternative Risk Financing Programs**

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

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

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

### **8.28 Insurance Coverage**

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

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

- 8.28.2 Contractor must maintain Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and

property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.28.3 Contractor must maintain Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.28.4 **Unique Insurance Coverage**

- Sexual Misconduct Liability

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

- Professional Liability/Errors and Omissions

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

**8.29 Liquidated Damages**

- 8.29.1 If, in the judgment of the Director, Contractor is deemed to be non-compliant with the terms and obligations of any MAWO issued under this Master Agreement, the Director, or designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A

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

- 8.29.2 If the Director determines that there are deficiencies in the performance of any MAWO issued under this Master Agreement that the Director deems are correctable by Contractor over a certain time span, the Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director may:

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

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

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

- 8.29.4 This paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement or any MAWO issued under this Master Agreement provided by law or as specified above, and may not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

### **8.30 Nondiscrimination and Affirmative Action**

- 8.30.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

8.30.2 Contractor certifies to the County each of the following:

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

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

8.30.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, and/or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.30.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any MAWO issued under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.30.6 Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.31 when so requested by the County.

- 8.30.7 If the County finds that any provisions of this Paragraph 8.31 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement and/or any MAWO issued under this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.30.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

### **8.31 Non-Exclusivity**

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

### **8.32 Notice of Delays**

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

### **8.33 Notice of Disputes**

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

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

Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

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

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

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

### **8.36 Notices**

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

### **8.37 Prohibition Against Inducement or Persuasion**

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

### **8.38 Prohibition Against Performance of Services While Under the Influence**

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

### **8.39 Public Records Act**

8.39.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.47 (Record Retention and Audits) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions include those listed in [California Government Code Section 7921.000](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including,

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

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

#### **8.40 Publicity**

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

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

In addition, all such materials that are patient informing (e.g., Patient Handbook, confidentiality forms, admission agreements, complaints/grievance forms, etc.), must have language taglines informing patients that materials will be provided in other languages, upon request, and at no cost.

#### **8.41 Purchases**

##### **8.41.1 Purchase Practices:**

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

##### **8.41.2 Proprietary Interest of County**

In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and

directives, the County retains all proprietary interest, except for use during the term of any MAWO, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any MAWO funds designated for such purpose. Upon the expiration or earlier termination of the MAWO, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of a MAWO, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 Days of filing, County has the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor will attach identifying labels on all such property indicating the proprietary interest of the County.

#### 8.41.3 Inventory Records, Controls, and Reports

Contractor must maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose. Annually, Contractor must provide the County with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

#### 8.41.4 Protection of Property in Contractor's Custody

Contractor must maintain vigilance and take all reasonable precautions to protect all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any MAWO funds designated for such purpose against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor must contact the County, for instructions for disposition of any such property which is worn out or unusable.

#### 8.41.5 Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by any MAWO, or upon the expiration or earlier termination of this Master Agreement and any resultant MAWO, or at any other time that the County may request, Contractor must: (1) provide access to and render all necessary assistance for physical removal by the County or County's authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at the County's option, deliver any or all items of such property to a location designated by County. Any disposition,



settlement, or adjustment connected with such property must be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

## **8.42 Real Property and Business Ownership Disclosure**

### **8.42.1 Real Property Disclosure**

If Contractor is renting, leasing, or subleasing, or planning to rent, lease, or sublease, any real property where persons are to receive services under a MAWO issued under this Master Agreement, Contractor must prepare and submit to the County 10 Days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; and, if the lessor or sublessor is a private corporation and its shares are not publicly traded, (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.
- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph 3 immediately above or, who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing must also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and

consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor must also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor may only charge the program for costs of ownership. Costs of ownership must include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property must be appended to such affidavit and made a part thereof.

#### **8.42.2 Business Ownership Disclosure**

Contractor must prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement or any MAWO issued under this Master Agreement. If, during the term of this Master Agreement Contractor's ownership of other businesses dealing with Contractor under this Master Agreement changes, Contractor must notify the County in writing of such changes within 30 Days prior to the effective date thereof.

#### **8.43 Reports**

Contractor must make reports as required by County concerning Contractor's activities and operations as they relate to this Master Agreement, any MAWO issued under this Master Agreement, and the provision of services hereunder. Director will provide Contractor with at least 30 Days' prior written notification thereof. Director's notification will provide Contractor with a written explanation of the procedures for reporting the information required.

Subject to the reporting requirements of the REPORTS Paragraph of this Master Agreement, Contractor must submit the following report(s):

- 8.43.1 Contractor must submit patient wait list information into the State's Drug and Alcohol Treatment Access Report ("DATAR"), the DHCS Services' system used to collect data on alcohol and

other drug treatment capacity. Information must be submitted for each contracted site on a monthly basis, directly to DHCS using the web-based "DATARWEB" Reporting System at <https://adpapps.dhcs.ca.gov/datar/>.

By the 10th day of each month following the month for which the data is collected, Contractor must record and submit data to the DATAR using the DATARWEB, as required by DHCS.

Contractor's failure to submit the required monthly report to the State of California will result in all monthly payments under MAWO(s) issued under this Master Agreement being withheld. Payments will resume upon report submission by Contractor that is confirmed by the State.

- 8.43.2 Contractor must electronically enter data/reports into Sage, SAPC's database, by the 7<sup>th</sup> and 30<sup>th</sup> of each month. Further instruction is provided in the most current version of the *Provider Manual*, which includes, but is not limited to, the California Outcome Measurement Systems (CalOMS), also known locally as the Los Angeles County Participant Reporting System (LACPRS), admission and discharge questions, financial eligibility, and benefits acquisition and/or enrollment confirmation, for each individual admitted to or departing from Contractor's services under this Master Agreement and any MAWO issued under this Master Agreement.

Contractor's failure to submit the required data/reports completely and on time to SAPC will result in all monthly payments being withheld for late submission of reports.

- 8.43.3 Contractor must submit other reports as required by the Director or by the State of California concerning Contractor's activities as it relates to this Master Agreement and any MAWO issued under this Master Agreement. The County will provide Contractor with at least 30 Days' prior written notification thereof. The County will provide Contractor with a written explanation of the procedures for reporting the required information.

- 8.43.4 Incident Reporting: Contractor must comply with incident and/or sentinel event reporting as required by applicable federal and State laws, statutes, and regulations. Contractor must furnish reports of incidents and/or sentinel events during its operation, specified as follows, to SAPC upon occurrence:

1. A written report must be made to the appropriate licensing authority and to SAPC within the next business day from the date of the event, pursuant to federal and State laws, statutes, and regulations. Reportable events include the following:

- a. Any unusual incident and/or event which threatens the physical or emotional health or safety of any person, including, but not limited to, suicide or death, medication error, overdose, delay in treatment, or serious injury.
  - b. Any suspected physical or psychological abuse of any person, client, or participant.
- 2. The written report must include the following:
  - a. Client/participant's name, age, and sex;
  - b. Date and nature of event;
  - c. Disposition of the case; and
  - d. Staffing pattern at the time of the incident.

#### **8.44 Recycled Content Bond Paper**

Consistent with the Board's policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible on any MAWO issued under this Master Agreement.

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

A Proposer, or a Contractor, or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract.

#### **8.46 Staffing and Training/Staff Development**

Contractor must operate continuously throughout the term of any MAWO issued under this Master Agreement with at least the minimum number of staff required by County. Such personnel must be qualified in accordance with standards established by County. In addition, Contractor must comply with any additional staffing requirements which may be included in the MAWO or the Exhibits attached hereto.

During the term of this Master Agreement, Contractor must have available and must provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also must indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial

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

Contractor must institute and maintain a training/staff development program pertaining services required pursuant to any MAWO issued under this Master Agreement. Appropriate training/staff development must be provided for treatment, administrative, and support personnel. Training activities must be planned and scheduled in advance, and must be conducted on a continuing basis. Contractor must develop and institute a plan for an annual evaluation of such training/staff development program.

#### **8.47 Record Retention and Audits**

8.47.1 Service Records: Contractor must maintain all service records related to any MAWO issued under this Master Agreement for a minimum period of seven years following the expiration or prior termination of this Master Agreement. Contractor must provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services hereunder. Records must be accessible as detailed in the subsequent Subparagraph(s).

8.47.2 Financial Records: Contractor must prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at:

[AC Contract Accounting and Administration Handbook – June 2021 \(lacounty.gov\)](#)

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

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

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

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records must be retained by Contractor at a location within Los Angeles County during the term of this Master Agreement and for a minimum of seven years following expiration or earlier termination of this Master Agreement, or until federal, State, and/or County audit findings are resolved, whichever is later. During such retention period, all such records must be made available during normal business hours within 10 Days, to authorized representatives of federal, State, or County governments for

purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, Contractor must permit such inspection or audit to take place at an agreed to outside location, and Contractor must pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor further agrees to provide such records, when possible, immediately to County by facsimile (fax), electronic mail (e-mail), or file transfer protocol, upon Director's request. Director's request will include appropriate County fax number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor agrees to make available the original documents of such fax and e-mail records when requested by Director for review as described hereinabove.

- 8.47.3 Preservation of Records: If, following termination of this Master Agreement, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.47.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement or any MAWO issued under this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor must file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with the County's Auditor-Controller (Audit Branch) within 30 Days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County will maintain the confidentiality of such audit report(s).
- 8.47.5 Independent Audit: Contractor's financial records must be audited by an independent auditor for every year that this Contract is in effect. The audit must be in compliance with 2 CFR 200.501. The audit must be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor must complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of 30 Days after receipt of the auditor's report(s) or nine months after the end of the audit period.

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

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

**8.47.6 Federal Access to Record**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under any MAWO issued under this Master Agreement, Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorize representatives, the agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract must provide for such access to the subcontract, books, documents and records of the subcontractor.

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

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample will be determined in accordance with generally accepted auditing



standards. An exit conference will be held following the performance of such audit/compliance review at which time the result will be discussed with Contractor. Contractor will be provided with a copy of any written evaluation reports.

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

8.47.8 Audit Settlements:

- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services, and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services must be repaid by Contractor to County. For the purpose of this Paragraph an "unsubstantiated unit of service" means a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" means stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.
- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, Contractor must repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within 30 Days of termination of this Master Agreement, such audit finds that the units of service, allowable costs of services, and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or

payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum MAWO obligation.

(4) In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service is less than fee-for-service rate(s) set out in the budget(s), Contractor will only be reimbursed for its actual allowable and documented costs.

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

#### **8.48 Service Delivery Site – Maintenance Standards**

Contractor will assure that the locations where services are provided under provisions of the MAWO are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, and landscaping, and remain in full compliance with all applicable local laws, ordinances, and regulations related to the property. The County's periodic monitoring visits to Contractor's facilities must include a review of compliance with the provisions of this Paragraph.

#### **8.49 Subcontracting**

8.49.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.49.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.49.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.49.4 Contractor remains fully responsible for all performances required of it under this Master Agreement and any MAWO issued under

this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

- 8.49.5 The County's consent to subcontract does not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement and any resultant MAWO issued under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.49.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.49.7 Contractor is solely liable and responsible for all payments or other compensation to any subcontractor(s) and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents before any subcontractor employee may perform any work hereunder.
- 8.49.9 The County's MAPD is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.16 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, Contractor's failure to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.52 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

#### **8.51 Termination for Convenience**

- 8.51.1 The County may terminate this Master Agreement, and any MAWO issued hereunder, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be

effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.

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

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

8.51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or a MAWO issued under this Master Agreement must be maintained by Contractor in accordance with Paragraph 8.47 (Record Retention and Audits).

## **8.52 Termination for Default**

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

- Contractor has materially breached this Master Agreement or any resultant MAWO; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any MAWO issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any MAWO issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.52.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for such similar

goods and services. Contractor will continue the performance under any MAWO issued under this Master Agreement to the extent not terminated under the provisions of this paragraph.

- 8.52.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.52.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.52.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.52, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.52, or that the default was excusable under the provisions of Paragraph 8.52.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.51 (Termination for Convenience).
- 8.52.5 The rights and remedies of the County provided in this Paragraph 8.52 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

### **8.53 Termination for Improper Consideration**

- 8.53.1 The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Master Agreement and any resultant MAWO issued under this Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of

the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement or any resultant MAWO. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.53.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.54 Termination for Insolvency**

- 8.54.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for Contractor;
  - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.54.2 The rights and remedies of the County provided in this Paragraph 8.54 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

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

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

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

#### **8.57 Validity**

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

#### **8.58 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement or any MAWO issued under this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.58 are not exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.59 Warranty Against Contingent Fees**

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

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

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County

through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.60 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, Contractor's failure to cure such default within 10 Days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue Contractor debarment, pursuant to [Los Angeles County Code Chapter 2.202](#).

#### **8.62 Time off For Voting**

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

#### **8.63 Injury and Illness Prevention Program**

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

#### **8.64 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding**

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



be a material breach of this Master Agreement as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

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

- 9.1.1 Contractor expressly acknowledges and agrees that the provision of services under this Master Agreement and any subsequently issued MAWO does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor must instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services under any MAWO issued under this Master Agreement, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

### **9.2 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit F (Charitable Contributions Certification), the County seeks to ensure that if Contractor receives or raises charitable contributions, it is in compliance with California law in order to protect the County and its taxpayers. If Contractor receives or raises charitable contributions without complying with its obligations under California law, it commits a material

breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

### **9.3 Ownership of Materials, Software and Copyright**

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

#### **9.4 Contractor Performance During Civil Unrest or Disaster**

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

#### **9.5 Licenses, Permits, Registrations, Accreditations, and Certificates**

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

#### **9.6 No Intent to Create a Third-Party Beneficiary Contract**

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

#### **9.7 Contractor's Exclusion from Participating in Federally Funded Program**

9.7.1 Contractor hereby warrants that neither it nor any of its staff members is/are restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 Days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

9.7.2 Contractor must indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal

exclusion of Contractor or its staff members from such participation in a federally funded health care program.

9.7.3 Contractor's failure to meet the requirements of this Paragraph will constitute a material breach of contract upon which County may immediately terminate or suspend this Master Agreement.

**9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 D.F.R. Part 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with, and making sub-awards to, parties that are suspended, debarred, ineligible, or excluded; or, whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor's failure to comply with this provision must constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

**9.9 Whistleblower Protections**

9.9.1 Per federal statute 41 U.S.C. Section 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

9.9.2 Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s

disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

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

#### **9.10 Most Favored Public Entity**

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

#### **9.11 Compliance with County's Child Wellness Policy**

This Master Agreement and any resultant MAWO is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy. As required by the Child Wellness policy, Contractor must make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and, provide opportunities for public education and training.

#### **9.12 Board of Directors, Advisory Board and Organizational Chart**

##### **9.12.1 Board of Directors:**

Contractor's Board of Directors must serve as the governing body of the agency. Contractor's Board of Directors must be comprised of a minimum of not less than five members, who are all at least 18 years of age, and should include representatives

of the population group(s) being served under this Master Agreement; must meet at least four times each calendar or fiscal year, or not less than quarterly; and must record minutes or statements of proceedings which include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which must be available for review by federal, State, or County representatives. The Board of Directors must have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors must review all agency contract related activities. Specific areas of responsibility include executive management, personnel management, fiscal management, fundraising, public education and advocacy, Board recruitment and Board member development (i.e., training and orientation of new Board members), and ongoing in-service education for existing members.

#### 9.12.2 Advisory Board or Group:

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

#### 9.12.3 Organizational Chart:

During the term of this Master Agreement, Contractor must maintain and have available an organizational chart detailing lines of authority and incumbents for the organization. Contractor must make the most current version of the organizational chart available upon request by any federal, State, or County representative.

### 9.13 Staffing and Training

- A. Recruitment and Hiring of Staff: Contractor must fill any vacant budgeted position within 60 Days after the vacancy occurs. (Approval of any exceptions to this requirement must be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor must comply with any additional staffing requirements which may be included in MAWO(s) issued under this Master Agreement.

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

- B. Training: Contractor must ensure each administrative (i.e., management) and service (i.e., treatment and support personnel) staff member receives mandated trainings, based on role, during each fiscal year while this Master Agreement is in effect. Mandated trainings for all staff include, but are not limited to: HIV/AIDS/STI/Other Communicable Diseases, Cultural Competence, CPR/First Aid, confidentiality, and other trainings as described in the most current version of the *Provider Manual* and as may be required by the State.

Additional trainings for clinical staff, as applicable, include, but are not limited to: Motivational Interviewing, Cognitive Behavioral Therapy, American Society of Addiction Medicine (“ASAM”) Criteria, overdose reversal, and other trainings as described in the most current version of the *Provider Manual*, as required by SAPC Bulletins, and as additional trainings as required by the State.

All training received during the term of this Master Agreement must be included in the personnel file of all administrative and service staff employed by Contractor. Contractor must have available and provide upon request by authorized representatives, a copy of all certificates, sign-in sheets, or other related documented confirmation of training. Contractor must ensure that all staff receive the necessary training to possess the requisite qualifications, knowledge, and skills to perform their duties competently according to best practices. Contractor must ensure that relevant staff attend all County-mandated trainings as outlined at the beginning of each fiscal year.

- C. Staff certification and licensing: Contractor must ensure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written

documentation of licensure, certification, or registration must be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor must ensure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Section 13005, CCR) comply with the code of conduct, pursuant to 9 CCR Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

- D. Services for Youth: If services for youth are provided hereunder, Contractor must ensure that services are developed and implemented pursuant to the most current version of the [Adolescent Substance Use Disorder Best Practices Guide](#).
- E. The following requirements apply to employees and volunteers involved in providing SUSS and must be documented in each individual's personnel file:
  - (1) All staff employed by Contractor and subcontractor(s), if applicable, must not have been on active probation or parole within the last three years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 7.5 of this Master Agreement, Background and Security Investigations, prior to employment. Contractor must not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (e.g., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by Public Health; and, if the youth program is funded by the Probation Department, by the Probation Department. The County reserves the right to prohibit any such person performing services under this Master Agreement.
  - (2) Employees working with youth must have at least two years of prior experience in a youth program or in the alternative, two years of prior experience working with youth.
  - (3) Counselors working with youth in treatment must be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8.
  - (4) All staff must be trained in child abuse reporting and neglect issues, as well as the statutory requirements of mandated reporters in accordance with the Child Abuse and Neglect Reporting Act ("CANRA").



- F. Contractor must have a policy and signed employee statement prohibiting sexual harassment and sexual contact. The signed employee statement must be kept in each staff, volunteer, and Board of Director members personnel file. The policy and signed employee statement must state that sexual harassment and sexual contact is prohibited between clients/participants, service employee staff, and administrative staff, including members of the Board of Directors. Contractor must include this prohibition policy as part of an overall client/participant's rights statement which must be given to client/participants at the time of admission into Contractor's facility. Such prohibition policy must remain in effect for no less than six months after a client/participant exits recovery service program.
- G. Contractor must designate at least one employee as a "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

#### **9.14 Participant Eligibility**

Contractor must determine and confirm eligibility for participants to receive Substance Use Disorder ("SUD") services and financial coverage (Medi-Cal, insurance, or other third-party payer). Medi-Cal is the first payor of services for persons with SUD who are being served under this Contract. Within 90 Days after a participant is first given services hereunder, Contractor must document that all potential sources of payments to cover the costs of participant services hereunder have been identified, and that Contractor, or such participant, has attempted to verify participant's eligibility for Medi-Cal. In addition to the requirements set forth under this Paragraph, Contractor must provide a written certification to County stating whether the participant is eligible for Medi-Cal, insurance, or other third-party coverage. Contractor must retain such documentation and allow County access to same in accordance with Paragraph 8.47 of this Master Agreement, Record Retention and Audits.

#### **9.15 Imposition of Charges and Fees**

In accordance with federal, State, and County laws and regulations, no fees, additional charges, waitlist payments, deposits or any other type of monetary requirements may be imposed on any client/participant receiving DMC-ODS services under this Master Agreement or any resultant MAWO. Contractor's failure to comply with this requirement may result in the withholding of payments or other MAWO actions, i.e., MAWO suspension or termination.

#### **9.16 Emergency Medical Treatment**

Participants treated hereunder who require emergency medical treatment for physical illness or injury must be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care must not be a charge to County nor reimbursable to Contractor hereunder.

#### **9.17 Tobacco-Free and Cannabis-Free Environment and Tobacco and Cannabis Awareness**

Contractor must provide a tobacco-free/cannabis free environment and develop tobacco and cannabis awareness at the locations (i.e., facilities) where services are provided under provisions of the any resulting Master Agreement/MAWO(s), by taking the following actions:

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

#### **9.18 Drug Free Work Place**

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

- 9.18.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).
- 9.18.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;

2. The organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations.

9.18.3 Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the services under any MAWO issued under this Master Agreement:

1. Be given a copy of the County's drug-free policy statement; and
2. As a condition of providing services under this Master Agreement, agree to abide by the terms of the published statement.

Contractor's failure to comply with the above-listed requirements may result in the County withholding of payments to Contractor for services provided under any MAWO issued under this Master Agreement, or termination of this Master Agreement, or both, and Contractor may be ineligible for future County contracts if the County determines that any of the following has occurred:

1. Contractor has made a false certification; or
2. Contractor has violated the certification by failing to carry out the requirements as noted above.

#### **9.19 Human Immunodeficiency Virus ("HIV")/Acquired Immune Deficiency Syndrome ("AIDS") Education**

- 9.19.1 Contractor must ensure that its Board of Directors reviews and adopts an HIV/AIDS policy that includes all elements of this Paragraph 9.19.
- 9.19.2 Contractor must develop policies and procedures, which are adopted by Contractor's Board of Directors, that address priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive participants.
- 9.19.3 Contractor must develop and implement policies and procedures for staff and participants and must designate an HIV/AIDS resource person who will be Contractor's liaison to SAPC, and designate and document this person's responsibilities.
- 9.19.4 The HIV/AIDS resource person must attend required meetings and trainings relative to HIV and substance (e.g. HIV Drug and

Alcohol Task Force, etc.). The HIV/AIDS resource liaison must ensure participants are aware of such training and educational opportunities.

- 9.19.5 The HIV/AIDS liaison must distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form must be maintained in each employee's personnel file. Contractor must institute regular re-evaluation of the HIV/AIDS policy and recommended changes or addendum when warranted by changes in HIV/AIDS care or epidemiology, and/or in federal or State law.
- 9.19.6 The HIV/AIDS resource person must develop an overall HIV/AIDS educational plan which includes, but is not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and participants, as well as a system to document staff and participant participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form must be maintained in each client/participant's file. The curriculum must include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).
- 9.19.7 Contractor must maintain signage and educational materials regarding reducing the risk of HIV virus transmission in its program facility(ies) and incorporate into its services. Staff and Participants must be provided with current, up-to-date brochures and other educational materials which are reflective of the population served by Contractor, in culturally appropriate formats and languages. Printed materials must provide information on risk-reduction and testing, in addition to whatever information is deemed appropriate for the population(s) served by Contractor. Materials must be in stock, visible, and easily available to client/participants, and in compliance with Paragraph 9.26 - Compliance with Culturally and Linguistically Appropriate Services Standards (CLAS).
- 9.19.8 Contractor must make available to all Participants and employees the location(s) of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.
- 9.19.9 Contractor must develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive clients/participants, and make referrals when appropriate, while clients/participants are in the program and for discharge planning.
- 9.19.10 Contractor must not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g.,

injection drug users, gay and/or bi-sexual men/women, sex workers, etc.), or have been diagnosed with HIV/AIDS.

- 9.19.11 Contractor must consider priority admission for all client/participants with HIV/AIDS.
- 9.19.12 Contractor must comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the client/participant.
- 9.19.13 If HIV/AIDS services are not available at Contractor's location, Contractor must make every effort to link client/participants to available services. At client/participant's choice, Contractor must provide interim services as defined in 45 CFR 96.121 until the individual is admitted into a program, including at a minimum, counseling, and education about HIV, transmission prevention, the risk of transmission to sexual partners and infants, and appropriate HIV services/treatment. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as prenatal care.

## **9.20 Message Regarding the Unlawful Use of Tobacco Use of Alcohol and Other Drugs**

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under any resulting MAWO, including but not limited to those produced in audio, print, or video; and, which pertain to messages provided by Contractor's program to Participants and the general public, must all be produced in accordance with the requirements of California Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and must specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

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

## **9.21 Child/Elder Abuse Fraud Report**

- 9.21.1 Contractor's mandated reporting staff working on this Contract that are subject to California Penal Code (PC) Section 11164 et seq. must comply with the reporting requirements described in PC Section 11164 et seq. and must report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by the aforementioned Code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with PC Sections 11166 and 11167.

- 9.21.2 Child abuse reports must be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours of suspicion of instances of child abuse.
- 9.21.3 Contractor's mandated reporting staff working on this Contract that are subject to California Welfare and Institutions Code ("WIC"), Section 15600 et seq. must comply with the reporting requirements described in W&IC Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor's mandated reporting staff working on this Contract must make the report on such abuse, and must submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 9.21.4 Elder abuse reports must be made by telephone to the Department of Workforce Development, Aging, and Community Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.21.5 Contractor staff working on this Contract must also immediately report all suspected fraud situations to County within three business days to DPSS Central Fraud Reporting Line at (800) 349-9970 unless otherwise restricted by law from disclosing such information.

## **9.22 Nondiscrimination and Institutional Safeguards for Religious Providers**

Title 42 CFR Part 54 applies to organizations which meet the definition of a religious organization. This provision applies to the provision of federal funds for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides a program client/participant with right to receive services from an alternative provider if the program client/participant objects to the religious character of the program. Contractor must have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals must be

made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notice of such referrals must be made to SAPC in writing.

### **9.23 Compliance with Culturally and Linguistically Appropriate Service Standards (CLAS)**

Contractor must ensure that all services provided under any MAWO issued under this Master Agreement are delivered in a culturally and linguistically appropriate manner, in accordance with 42 CFR, part 438, the National CLAS Standards (available at <https://thinkculturalhealth.hhs.gov/clas>) and as described in SAPC Bulletin 18-03, unless superseded by an updated version, or more current version, and the most current version of the *Provider Manual*. Contractor must ensure that, in accordance with all applicable federal, State, and local laws, rules, regulations, directives, guidelines, policies and procedures, clients/participants who have limited English proficiency, who are non-English monolingual, or who have a disability are provided information on the free language assistance services that are available to them, including prominent posting of language assistance services. These services include the provision of bilingual staff who are representative of the primary population(s) served, oral and sign language interpreters, and auxiliary aids and services (e.g., large print documents, braille, TTD/TTY, closed caption, etc.).

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

### **9.24 Restriction on the Distribution of Sterile Syringes/Needles**

Contractor must ensure that none of the funds provided under this Master Agreement will be used for the distribution of sterile syringes.

### **9.25 Priority Populations**

9.25.1 Contractor must establish protocols and procedures to identify, engage, and enroll into treatment, priority populations as listed herein and in accordance with Substance Abuse Prevention and Treatment Block Grants. Priority populations include pregnant injection drug users, pregnant substance users, injection drug users and client/participants with HIV/AIDS.

9.25.2 In accordance with 45 CFR 96.126, if SUD treatment services are not immediately available, Contractor will secure interim services for the patient which will include at minimum, counseling and education. Contractor will maintain contact with patient to ensure transition into treatment.

### **9.26 Tuberculosis (TB) Program Requirements**

Contractor must implement infection control procedures that are consistent with 17 CRR, Section 2500, to prevent the transmission of TB, including screening and identifying those individuals at high risk of becoming infected, and reporting all individuals with active TB to the Los Angeles County TB Control Program.

### **9.27 Prohibition on Political Activity**

Contractor may not use any MAWO funds to engage in any political activities or fund any politically motivated activities.

## **10.0 SURVIVAL**

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

Paragraph 5.3	No Payment for Services Provided Following Expiration/Termination of Master Agreement
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.23	Force Majeure
Paragraph 8.24	Governing Law, Jurisdiction, and Venue
Paragraph 8.26	Indemnification
Paragraph 8.27	General Provisions for all Insurance Coverage
Paragraph 8.47	Record Retention and Audits
Paragraph 8.58	Waiver
Paragraph 9.3	Ownership of Materials, Software and Copyright



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

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

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

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Contracts and Grants Division Management

#07804:sa

## **EXHIBITS**

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D SAMPLE MASTER AGREEMENT WORK ORDER
- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F CHARITABLE CONTRIBUTIONS CERTIFICATION
- G SUBSEQUENT EXECUTED MAWOs (NOT ATTACHED)
- H INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**COUNTY'S ADMINISTRATION**

MASTER AGREEMENT NO.

WORK ORDER NO.

**COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT ANALYST:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S MASTER AGREEMENT WORK ORDER DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**COUNTY'S PROJECT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME: Click or tap here to enter text.MASTER AGREEMENT NO. Click or tap here to enter text.WORK ORDER NO. Click or tap here to enter text.**CONTRACTOR'S PROJECT DIRECTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

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

Any fire station. Any hospital. Any time.

1.877.222.9723  **BabySafeLA.org**

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



[BabySafeLA.org](http://BabySafeLA.org)

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## **SAMPLE MASTER AGREEMENT WORK ORDER**

**A STATEMENT OF WORK MUST BE ATTACHED TO EACH INDIVIDUAL WORK ORDER**



Master Agreement Number: PH-00xxxxWork Order Number: PH-00xxxx- Wx

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH**  
**SAMPLE MASTER AGREEMENT WORK ORDER**  
**FOR**  
**SUBSTANCE USE SUPPORTIVE SERVICES**

**[CONTRACTOR NAME]**

This Master Agreement Work Order (MAWO) and its attachments hereto is made and entered into on \_\_\_\_\_, by and between the County of Los Angeles, Department of Public Health hereinafter referred to as "County" or "Department" or "Public Health" and [Contractor Name], hereinafter referred to as "Contractor". Contractor is located at [Address].

**RECITALS**

WHEREAS, on [Mo/Day/Year] the County and Contractor entered into Master Agreement Number PH-00xxxx to provide Substance Use Supportive Services for the Department of Public Health (Public Health); and

WHEREAS, Contractor submitted a response to Work Order Solicitation (WOS) Number SUSS-WOS-XXX released by the County on [Mo/Day/Year], for Substance Use Supportive Services (SUSS); and

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

WHEREAS, all terms of the Master Agreement PH-00XXXX remain in full force and effect.

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

**1.0 APPLICABLE DOCUMENTS**

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

**Attachments:**

Attachment A:	Statement of Work (to be attached to the MAWO)
Attachment B:	Scope(s) of Work (to be attached to the MAWO)
Attachment C:	Budget(s) (to be attached to the MAWO)
Attachment D:	Contractor's Acknowledgment and Confidentiality Agreement
Attachment E:	County's Administration
Attachment F:	Contractor's Administration

**2.0 WORK**

Pursuant to the provisions of this MAWO, Contractor will fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work, and Attachment B, Scope of Work. This MAWO constitutes the complete and exclusive statement of understanding between the parties, relating to the subject matter of this MAWO.

**3.0 TERM OF MASTER AGREEMENT WORK ORDER**

This MAWO is effective upon execution through [month/day/year], unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

**4.0 MAWO BUDGET**

The County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget. Contractor must not add or replace services or personnel without the prior written permission of the MAWO Director or designee.

**5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY**

In order for the County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of 10 Days' written notice to Contractor. As an alternative to cancellation, Director may, at their sole discretion, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written amendment.

**6.0 FUNDING SOURCE**

Provision of services under this MAWO for SUSS are 100 percent funded by [Enter Grantor Name] funds.

**7.0 MAXIMUM TOTAL COST AND PAYMENT**

- 7.1 The maximum obligation of County for all services provided hereunder is as follows:
- A. For the period of \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Attachment C-1.
  - B. For the period of \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_ (\$\_\_\_\_\_), as set forth in Attachment C-2.
- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Budget(s).
- 7.3 Contractor must satisfactorily perform and complete all required services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work, notwithstanding the fact that total payment from County will not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.5 Within 30 Days after expiration or termination of this MAWO, Contractor must submit to County's Project Manager, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County's Project Manager within the specified period described above will constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of Public Health may elect, or Contractor may request the Director of Public Health or designee, to execute Change Notices to the MAWO that: authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation, and/or service locations. As authorized by the Board, a written Change Notice must be signed by the Director, or designee, and Contractor, and incorporated into and become part of this MAWO pursuant to Paragraph 8.1 of the Master Agreement.

## **8.0 INVOICE AND PAYMENTS**

- 8.1 Contractor must invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO.
- 8.2 Invoices under this MAWO must be submitted to County's Project Manager within 30 Days after the close of each calendar month during which the services were rendered. The County will make a reasonable effort to make

payment within 30 Days following receipt of a complete and correct monthly invoice and in accordance with Attachment C, Budget(s).

**For Cost Reimbursement budget insert below section**

Contractor must invoice County on a Cost Reimbursement basis, as reflected in Attachment C, Budget.

**Cost Reimbursement:**

- Salaries
- Employee Benefits
  - o At a minimum, the benefit package must include FICA, SUI, Disability Insurance, and Workers Compensation.
- Fixed Costs (if applicable)
- Operating Expenses
- Mileage and Travel
- Other Costs (including Consultants/Subcontractors)
- Indirect Costs

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

**For fixed Price for Deliverable basis budget, insert below section**

Contractor must invoice the County on a fixed price for deliverable basis as reflected in Attachment C, Budget.

**Fixed Price Per Deliverable**

Each invoice submitted by Contractor must specify the following:

- The County MAWO number and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;
- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance;
- The total amount of the invoice; and
- Budget Attachment C.

While payments will be made in accordance with the fixed price per deliverable set out in the Budget(s), Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented

costs are less than the fixed price per deliverable set in the budget(s), Contractor will be reimbursed only for the actual costs. In no event will County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

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

## **9.0 CONFLICT OF INTEREST**

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

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

## **10.0 MANDATORY COMPLETION DATE**

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

## **11.0 SERVICES**

Contractor will not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that exceeds the Maximum Total Amount and Payment amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

All Terms of the Master Agreement remain in full force and effect. The terms of the Master Agreement will govern and take precedence over any conflicting terms and/or conditions in this MAWO. Neither the rates nor any other specifications in this MAWO are valid or

binding if they do not comply with the terms and conditions of the Master Agreement, regardless of any oral promise made to Contractor by any County Personnel, whatsoever.

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

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Barbara Ferrer, PH.D., M.P.H., M.Ed.  
Director

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By: \_\_\_\_\_  
Contracts and Grants Division  
Management

#00000:xx

## **FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**

### **CERTIFICATIONS**

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

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST
- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
SERVICES  
MASTER AGREEMENT WORK ORDER

**CERTIFICATION OF EMPLOYEE STATUS**

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

\_\_\_\_\_  
Contractor Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

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

**EMPLOYEES**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



\_\_\_\_\_  
**SERVICES**  
**MASTER AGREEMENT WORK ORDER**

**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

\_\_\_\_\_  
Contractor Name

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

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

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

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

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

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name: \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Charitable Contributions Certification is required for all Social Services Departments. Additionally, if the services being solicited historically receive responses from Nonprofit Agencies, this certification should also be included.)

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

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

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

**Check the Certification below that is applicable to your company.**

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

**OR**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SUBSEQUENT EXECUTED WORK ORDERS  
(NOT INCLUDED)**

## **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

This Exhibit H sets forth information security procedures to be established by Contractor before the effective date of the Master Agreement and maintained throughout the term of the Master Agreement. These procedures are in addition to the requirements of the Master Agreement and any Business Associate Agreement between the parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (hereinafter "PII"), Protected Health Information (hereinafter "PHI"), Medical Information (hereinafter "MI") and County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks.

Failure to comply with the minimum standards set forth in this Exhibit H will constitute a material, non-curable breach of contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Master Agreement or Master Agreement, to immediately terminate the Master Agreement and/or Master Agreement. Unless specifically defined in this Exhibit H, capitalized terms have the meanings set forth in Paragraph 2.0 of the Statement of Work (Attachment 1).

### **1. SECURITY PROGRAM**

Contractor must establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures and security controls. The Information Security Program must be communicated to all Contractor personnel in a relevant, accessible, and understandable form and must be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

### **2. PERSONNEL AND CONTRACTOR PROTECTIONS**

Contractor must screen and conduct background checks on all Contractor personnel accessing or viewing County's Confidential Information, including PII and PHI, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), must specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its personnel with appropriate, ongoing training regarding information security policies, procedures, risks, and threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

### **3. PROTECTION OF ELECTRONIC COUNTY INFORMATION – DATA ENCRYPTION STANDARDS**

If Contractor electronically transmits or stores PII, PHI, and/or MI, Contractor must comply with the encryption standards set forth below and incorporated into the Master

Agreement and any amendments thereto (collectively, the “Encryption Standards”), as required by the Board of Supervisors Policy Number 5.200 (hereinafter “Policy”). For purposes of this Paragraph, “PII” is defined as Personal Information in California Civil Code Section 1798.29(g); “PHI” is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and “MI” is defined in California Civil Code Section 56.05(j).

The County must receive within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth herein. In addition, Contractor must maintain a copy of any validation/attestation reports that its data encryption products generate and such reports must be subject to audit in accordance with the Master Agreement and/or Work Order. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 3 (Data Encryption Standards) must constitute a material breach of contract upon which the County may terminate or suspend the Work Order and/or Master Agreement.

#### **4. ENCRYPTION STANDARDS – STORED DATA**

Contractor's workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that are used to access, store, receive, and/or transmit County PII, PHI or MI require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57. Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required. Contractor's use of remote servers (e.g. cloud storage, Software-as-a-Service or SaaS) for storage of County PII, PHI, and/or MI is subject to written pre-approval by County's Chief Executive Office.

#### **5. ENCRYPTION STANDARDS – TRANSMITTED DATA**

All transmitted (e.g. network) County PII, PHI, and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application- Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### **6. DESTRUCTION OF COUNTY PII, PHI, AND MI**

If County's Confidential Information is no longer required to be retained by Contractor under the Master Agreement or applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PII, PHI, and MI

consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PII, PHI, and MI cannot be retrieved.

## 7. SECURITY OF SYSTEMS AND DEVICES

Contractor will use, as a minimum standard, manufacturer recommended hardware and software hardening settings to minimize the system risk exposure on all servers, workstations, PCs, and mobile devices. These systems will maintain the latest security patches, and have the latest virus definitions. Virus scans should be run daily and logged. All mobile devices storing County's Confidential Information (including PII, PHI, and MI) will be managed by a mobile device management system.

## 8. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of PII, PHI and MI to any form of Removable Media. For purposes of this Schedule, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g. Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

## 9. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to, and without limiting the requirements under Section 4 (Encryption Standards – Stored Data) and Section 5 (Encryption Standards – Transmitted Data), PII, PHI, MI and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and approved by County in writing. The foregoing requirements must apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including PII, PHI, and MI has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## 10. HARDWARE RETURN

Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor must return all hardware, if any, provided by County containing PII, PHI, MI and/or County's Confidential Information to County. The PII, PHI, MI and/or County's Confidential Information must not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise

directed by County. In the event the hardware containing PII, PHI, MI and/or County's Confidential Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within 15 days of termination or expiration of the Master Agreement or at any time upon County's request. Contractor's destruction or erasure of PII, PHI, MI and/or County's Confidential Information pursuant to this Section must be in compliance with industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

Contractor's facilities that process PII, PHI, MI, and/or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

## **12. COMMUNICATIONS AND OPERATIONAL MANAGEMENT**

Contractor must: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

## **13. ACCESS CONTROL**

Contractor must implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- 13.1. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of properly configured firewalls;
- 13.2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- 13.3. Applications will include access control to limit user access to information and application system functions; and
- 13.4. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor must record, review and act upon all events in accordance with incident response policies set forth below.



## 14. SECURITY INCIDENT

- 14.1. Contractor will promptly (within 24 hours) notify, after the detection of a Security Incident, the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- 14.2. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- 14.3. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first week of each calendar month. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention and/or authorized destruction of PII, PHI, MI and/or County's Confidential Information.
- 14.4. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

## 15. CONTRACTOR SECURITY AUDITS

Contractor must conduct annual independent security audits listed below in subsections 15.1 and 15.2. Contractor must provide to County a summary of: (1) the results of the security audits and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

- 15.1. One of the following: HITRUST Common Security Framework (CSF), ISO 27001:2013 (Information Security Management), or other audit(s) as approved by the Public Health Information Security Officer or designee. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.

- 15.1.1. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

- 15.1.2. **Internal Audit** – Audit conducted by Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's quality system ("CQS") in support of applicable regulations, standards, and requirements.
- 15.1.3. **Supplier Audit** – Quality audit conducted by Contractor personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
- 15.1.4. **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- 15.2. SSAE-16 (formerly known as SAS -70 II) or other audit(s) as approved by the Public Health Information Security Officer or designee – as to the Hosting Services only:
  - 15.2.1. Audit spans a full 12 months of operation and is produced annually.
  - 15.2.2. The resulting detailed report is available to County.
  - 15.2.3. Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

## 16. SECURITY AUDITS

In addition to the audits described in Section 15 (Contractor Security Audits), during the term of the Master Agreement, County or its third party designee may annually, or more frequently as agreed in writing by the parties, request and conduct a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than 90 days from the date of the request by County. County's request for security audit will specify the areas (e.g., administrative, physical and/or technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County must pay for all third party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor must cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of County's regulators must have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable

recommendations that result from such inspections, tests and audits within reasonable timeframes.

## 17. CONFIDENTIALITY

**17.1. Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) PII (as defined below); and (c) any PHI under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

**17.2. County Data.** All of County's Confidential Information, data, records and information of County, to which Contractor has access or which is otherwise provided to Contractor under the Master Agreement ("County Data"), must be and remain the property of County, and County must retain exclusive rights and ownership thereto. The County Data must not be used by Contractor for any purpose other than as required under the Master Agreement, nor will such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

**17.3. Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 17 must constitute a material breach of the Master Agreement and must be grounds for immediate termination of the Master Agreement in the exclusive discretion of County.

**17.4. Personally Identifiable Information.** "Personally Identifiable Information" means any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial or healthcare information, personal preferences, demographic data, marketing data,

credit data, or any other identification data. For the avoidance of doubt, PII must include, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

17.4.1. **Personally Identifiable Information.** In connection with the Master Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients and customers, and may need to process such PII and/or transfer it, all subject to the restrictions set forth in the Master Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

17.4.2. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in the Master Agreement, and in particular the Confidentiality provisions of the Work Order and/or Master Agreement, during the term of the Work Order and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third party, except as expressly required to perform its obligations in the Master Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with (a) this Agreement, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

17.4.3. **Retention of Personally Identifiable Information.** Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Master Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Master Agreement, Contractor will promptly return or destroy or erase all originals and copies of such PII.

17.5. **Return of Confidential Information.** On County’s written request or upon expiration or termination of this Master Agreement for any reason, Contractor will promptly: (a) return or destroy, at County’s option, all

originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Master Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Section 17.5(a), and provide a notarized written statement to County certifying that all documents and materials have been delivered to County or destroyed, as requested by County. On termination or expiration of the Master Agreement, County must return or destroy all Contractor's Confidential Information (excluding items licensed to County hereunder or that are required for use of the deliverables and/or the licensed software), at Contractor's option.

# **APPENDIX B - REQUIRED FORMS**

## **Exhibits**

- Exhibit 1: Statement of Qualifications (SOQ) Checklist
- Exhibit 2: Organization Questionnaire/Affidavit
- Exhibit 3: Certification of Compliance
- Exhibit 4: Debarment History and List of Terminated Contracts
- Exhibit 5: Community Business Enterprise (CBE) Information (Excel Worksheet)
- Exhibit 6: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements
- Exhibit 7: Contribution and Agent Declaration Form
- Exhibit 8: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –  
Lower Tier Covered Transactions (45 C.F.R. Part 76)
- Exhibit 9: Declaration

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #2025-002  
SUBSTANCE USE SUPPORTIVE SERVICES**

**STATEMENT OF QUALIFICATIONS (SOQ) CHECKLIST – EXHIBIT 1**

The purpose of this document is to ensure each Vendor has submitted all applicable sections, forms, exhibits, attachments, etc. with its SOQ. Please check the appropriate box(es).

Additionally, Vendors are encouraged to complete the optional Vendor Survey Questionnaire on the last page of this Checklist – Exhibit 1 (Attachment A).

**VENDOR'S NAME (Legal Full Name):**

**Identify category(ies) Vendor is applying for:**

- ☐ Category 1: Capacity Building, Training, and Technical Support Services
- ☐ Category 2: Evaluation Services
- ☐ Category 3: Harm Reduction
- ☐ Category 4: Housing and Support Services
- ☐ Category 5: Integrated Care and Network Adequacy
- ☐ Category 6: Outreach and Engagement Services
- ☐ Category 7: Prevention Program Services
- ☐ Category 8: SUD Workforce Education and Training Services

**RFSQ Reference, Sub-section 7.3.1: Table of Contents**

Included

☐ Yes

**RFSQ Reference, Sub-section 7.3.2: Vendor's Qualifications (Section A)**

**Vendor's Background and Experience (Section A.1)**

Exhibit 1: Statement of Qualifications Checklist

☐ Yes

Exhibit 2: Organization Questionnaire/Affidavit

☐ Yes

Exhibit 6: Vendor's Affidavit of Adherence to Minimum Mandatory Requirements

☐ Yes

**Corporations or Limited Liability Company (LLC):**

☐ Yes ☐ N/A

1) Vendor furnished a copy of Certificate of Good Standing

☐ Yes

2) Vendor furnished a copy of Statement of Information

☐ Yes

<b>Limited Partnership:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
Furnished a confirmed copy of the Certificate of Limited Partnership OR Application for Registration of Foreign Limited Partnership, and any amendments, as filed with the California Secretary of State.	<input type="checkbox"/> Yes
<b>Debarment History and List of Terminated Contracts (Section A.2)</b>	
Exhibit 4: Debarment History and List of Terminated Contracts	<input type="checkbox"/> Yes
<b>Vendor's Pending Litigation and Judgments (Section A.3)</b>	
<p>Vendor's Pending Litigation and Judgments Statement</p> <p>Note: Per the RFSQ, Section 7.3.2.2, Vendor's Pending Litigation and Judgments, Vendor must provide a separate statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor <b>or</b> a statement verifying Vendor has no pending litigations or judgments.</p>	<input type="checkbox"/> Yes
<b>RFSQ Reference, Sub-section 7.3.3: Required Forms (Section B)</b>	
Exhibit 3: Certification of Compliance	<input type="checkbox"/> Yes
Exhibit 5: Community Business Enterprise (CBE) Information ( <b>Excel Worksheet</b> )	<input type="checkbox"/> Yes
Exhibit 7: Contribution and Agent Declaration Form	<input type="checkbox"/> Yes
Exhibit 8: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions (45 C.F.R. Part 76.)	<input type="checkbox"/> Yes
Exhibit 9: Declaration	<input type="checkbox"/> Yes
<b>RFSQ Reference, Sub-section 7.3.4: Proof of Insurability (Section C)</b>	
Vendor furnished a copy of Certificate of Insurance (ACCORD or equivalent form) <b>or</b> a letter from a qualified insurance carrier indicating a willingness to provide the required coverage.	<input type="checkbox"/> Yes
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate: \$2 Million	<input type="checkbox"/> Yes
Products/Completed Operations Aggregate: \$1 Million	<input type="checkbox"/> Yes
Personal and Advertising Injury: \$1 Million	<input type="checkbox"/> Yes
Each Occurrence: \$1 Million	<input type="checkbox"/> Yes
<b>AUTO LIABILITY</b>	
Auto Liability: \$1 Million	<input type="checkbox"/> Yes



<b>WORKERS' COMPENSATION</b>	
Each Accident: \$1 Million	<input type="checkbox"/> Yes
<b>SEXUAL MISCONDUCT LIABILITY</b>	
Not less than \$1 Million per claim and \$1 Million aggregate	<input type="checkbox"/> Yes <input type="checkbox"/> N/A
<b>PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS</b>	
Not less than \$1 Million per claim and \$2 Million aggregate	<input type="checkbox"/> Yes
Vendor clearly indicated " <b>SOQ Submission for Substance Use Supportive Services, RFSQ #2025-002</b> " in the subject line of the e-mail transmission.	<input type="checkbox"/> Yes

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH  
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) #2025-002  
SUBSTANCE USE SUPPORTIVE SERVICES**

**STATEMENT OF QUALIFICATIONS (SOQ) CHECKLIST – EXHIBIT 1, ATTACHMENT A**

**Vendor Survey Questionnaire**  
**Optional Survey: Your feedback is greatly appreciated.**

**Vendor Name (Optional):**

**How did your agency learn about this contracting opportunity with the County of Los Angeles Department of Public Health? Please check box(es) that apply.**

- |  |                                     |
|--|-------------------------------------|
| <b>❖ Social Media (e.g., Twitter, Facebook, etc.)</b>            | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ Department of Public Health Workshop</b>                    | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ County Vendor Fair</b>                                      | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ Contracting Opportunity flyer</b>                           | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ E-mail Notification</b>                                     | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ Website (Department Public Health Contracts and Grants)</b> | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ Other Website (<i>Please describe below</i>):</b>           | <input type="checkbox"/> <b>Yes</b> |
| <b>❖ Other (<i>Please describe below</i>):</b>                   | <input type="checkbox"/> <b>Yes</b> |

**Thank you!**

**REQUIRED FORMS – EXHIBIT 2**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

<b>Vendor's Name:</b>	<b>County Webven Number:</b>
<b>Address:</b>	
<b>Telephone Number:</b>	<b>Email:</b>
<b>Internal Revenue Service Employer Identification Number:</b>	<b>California Business License Number:</b>

1	Select the option that best defines your firm's business structure:  <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify)	<b>If Corporation or Limited Liability Company (LLC):</b> Legal Name (as stated in Articles of Incorporation):  State of Incorporation: Year of Incorporation:  <b>If Limited Partnership or a Sole Proprietorship:</b> Name of proprietor or managing partner:  <b>If other:</b> Specify business structure name:
2	Is your firm doing business under one or more DBAs?  <input type="checkbox"/> Yes <input type="checkbox"/> No	Name:  Country of Registration:  Year became DBA:
3	Is your firm wholly/majority owned by, or a subsidiary of another firm?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate name of Parent Firm and State of Incorporation.  Name of Parent Firm:  State of Incorporation or registration of parent firm:
4	Has your firm done business under other names within last five (5) years?  <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, indicate any other names and the year of name change.  Name(s):  Year(s) of Name Change:

**REQUIRED FORMS – EXHIBIT 2**  
**ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

5	List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".	
6	Is your firm involved in any pending acquisition or mergers? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide additional information regarding the pending merger.
7	List all names and contact information of all individuals legally authorized to commit the Vendor.	Name: Title: Phone: Email:  Name: Title: Phone: Email:  Name: Title: Phone: Email:

## **REQUIRED FORMS – EXHIBIT 3**

### **CERTIFICATION OF COMPLIANCE**

Vendor certifies compliance with all programs, policies, and ordinances specified below.

## REQUIRED FORMS – EXHIBIT 4

### DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	<a href="#">LACC 2.180</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
2	Familiarity with the County Lobbyist Ordinance Certification	<a href="#">LACC 2.160</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
3	Zero Tolerance Policy on Human Trafficking Certification	<a href="#">Motion</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4	Compliance with Fair Chance Employment Hiring Practices Certification	<a href="#">Board Policy 5.250</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5	Charitable Contributions Certification  Enter the California Registry of Charitable Trusts “CT” number and upload a copy of firm’s most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable)	<a href="#">Board Policy 5.065</a>	<b>Check the Certification below that is applicable to your company.</b>  <input type="checkbox"/> Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.  <b>OR</b>  <input type="checkbox"/> Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider GAIN/START Participants	<a href="#">Board Policy 5.050</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Willing to provide GAIN/START participants access to employee mentoring program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	<a href="#">LACC 2.203</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b> <input type="checkbox"/> My business does not meet the definition of “contractor,” as defined in the Program. <input type="checkbox"/> My business is a small business as defined in the Program. <input type="checkbox"/> My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program
8	Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<a href="#">LACC 2.206</a>	<b>Certifies Compliance?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If No, identify exemption:</b>

Vendor's Name: [Click or tap here to enter text.](#)

1. DEBARMENT HISTORY (Check one)		YES	NO
Vendor is currently debarred by a public entity		<input type="checkbox"/>	<input type="checkbox"/>
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS AND/OR MASTER AGREEMENTS (Check one)		YES	NO
Vendor has contracts that have been terminated in the past three (3) years.		<input type="checkbox"/>	<input type="checkbox"/>

If yes, please list all Contracts and/or Master Agreements that have been terminated prior to expiration within the last three (3) years.

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

Service:	
Name of Entity:	
Address:	
Contact:	
Telephone:	
Email:	
Termination Date:	
Name/Contract No:	
Reason for Termination:	

**REQUIRED FORMS – EXHIBIT 5**  
**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION**

Refer to Excel Worksheet



## REQUIRED FORMS – EXHIBIT 6

### VENDOR’S AFFIDAVIT OF ADHERENCE TO MINIMUM MANDATORY REQUIREMENTS

Vendor must demonstrate that they meet the Minimum Mandatory Requirements **by the date on which statement of qualifications (SOQ) are due** to qualify in one or more of the Substance Use Supportive Services (SUSS) categories identified in Section 2.2 of the RFSQ, Scope of Work. Vendor should document all qualifications in order to demonstrate compliance with the Minimum Mandatory Requirements. Vendor acknowledges and certifies that firm meets and will comply with the Minimum Mandatory Requirements as stated in Paragraph 3.0 of the RFSQ, as listed below.

**Note: The minimum mandatory requirements may not be met through any collaboration or a subcontract relationship between two or more organizations.**

Please check the box immediately below to identify the category(ies) vendor is applying for:

- ☐ **Category 1:** Capacity Building, Training, and Technical Support Services
- ☐ **Category 2:** Evaluation Services
- ☐ **Category 3:** Harm Reduction Services
- ☐ **Category 4:** Housing and Support Services
- ☐ **Category 5:** Integrated Care and Network Adequacy Services
- ☐ **Category 6:** Outreach and Engagement Services
- ☐ **Category 7:** Prevention Program Services
- ☐ **Category 8:** SUD Workforce Education and Training Services

**Check the appropriate boxes** (*Vendor must check a box under each Section below. Failure to check any boxes or provide required responsive information may result in disqualification of the SOQ as non-responsive.*)

<b>MMR 3.1</b>	Vendor must have one consecutive year of experience within the last three years providing SUSS or services equivalent or similar to the service category(ies), identified in Section 2.2 (Scope of Work), for which they are attempting to qualify.
<input type="checkbox"/> <b>Yes.</b> Vendor does meet the requirement stated above.	

(Continued on next page)

<input type="checkbox"/> <b>Category 1:</b> Capacity Building, Training, and Technical Support Services			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
FROM		mm/yr.	TO		mm/yr.
<b>Describe Experience for Category 1:</b>					
<div> <div>Page of 1 of 2</div> <div></div> </div>					

**Describe Experience for Category 1 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 2: Evaluation Services</b>			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
FROM		mm/yr.	TO		mm/yr.
<b>Describe Experience for Category 2:</b>					
<div style="text-align: center;">Page of 1 of 2</div>					

**Describe Experience for Category 2 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 3: Harm Reduction Services</b>			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
<b>FROM</b>		mm/yr.	<b>TO</b>		mm/yr.
<b>Describe Experience for Category 3:</b>					
Page of 1 of 2					

**Describe Experience for Category 3 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 4:</b> Housing and Support Services			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
<b>FROM</b>		mm/yr.	<b>TO</b>		mm/yr.
<b>Describe Experience for Category 4:</b>					
Page of 1 of 2					



**Describe Experience for Category 4 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 5:</b> Integrated Care and Network Adequacy Services			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
FROM		mm/yr.	TO		mm/yr.
<b>Describe Experience for Category 5:</b>					
<div>Page of 1 of 2</div>					

**Describe Experience for Category 5 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 6:</b> Outreach and Engagement Services			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
FROM		mm/yr.	TO		mm/yr.
<b>Describe Experience for Category 6:</b>					
<div style="text-align: center;">Page of 1 of 2</div>					

**Describe Experience for Category 6 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 7: Prevention Program Services</b>			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
<b>FROM</b>		<b>mm/yr.</b>	<b>TO</b>		<b>mm/yr.</b>
<b>Describe Experience for Category 7:</b>					
Page of 1 of 2					

**Describe Experience for Category 7 (continued):**

**Page of 2 of 2**

<input type="checkbox"/> <b>Category 8:</b> SUD Workforce Education and Training Services			<input type="checkbox"/> Not Applicable		
<b>Vendor must indicate the number of years of experience and clearly demonstrate ability to meet the above-referenced requirement.</b>					
<b>Indicate Years of Experience:</b>					
FROM		mm/yr.	TO		mm/yr.
<b>Describe Experience for Category 8:</b>					
<div>Page of 1 of 2</div>					



**Describe Experience for Category 8 (continued):**

**Page of 2 of 2**

**MMR 3.2**

If a vendor's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

- ☐ Vendor does not have any unresolved disallowed costs as explained above.
- ☐ Vendor has unresolved disallowed costs as explained above.

Vendor further acknowledges that any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ may be cause for rejecting the SOQ. The evaluation and determination in this area will be at the Public Health Director's sole judgment, which will be final.

**On behalf of (Vendor's Name):**

I, (Vendor's Authorized Representative):

hereby certify that this Vendor's Affidavit is true and correct to the best of my information and belief.

**Signature**

**Title**

**REQUIRED FORMS – EXHIBIT 7**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

**REQUIRED FORMS – EXHIBIT 7**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

*Complete each section below. State “none” if applicable.*

**A. COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months:
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  - b) Subsidiaries:
  - c) Related Business Entities:
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.
- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

## **REQUIRED FORMS – EXHIBIT 7**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

#### **B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>

\*Please attach an additional page, if necessary.

**REQUIRED FORMS – EXHIBIT 7**

**CONTRIBUTION AND AGENT DECLARATION FORM**

**C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on  
behalf of \_\_\_\_\_ (Declarant  
Company), at which I am employed as \_\_\_\_\_ (Title),  
attest that after having made or caused to be made a reasonably diligent investigation  
regarding the Declarant Company, the foregoing responses, and the explanation on the  
attached page(s), if any, are correct to the best of my knowledge and belief. Further, I  
understand that failure to answer the questions in good faith or providing materially false  
answers may subject Declarant Company to consequences, including disqualification of its  
bid/proposal or delays in the processing of the requested contract, license, permit, or other  
entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS – EXHIBIT 7**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL VENDORS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **REQUIRED FORMS – EXHIBIT 8**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Master Agreement, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.



7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this solicitation.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated:\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

**REQUIRED FORMS – EXHIBIT 9**

**DECLARATION**

**DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN EXHIBITS 1-9 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

# APPENDIX C, D

## **Appendix**

- C Solicitation Requirements Review (SRR) Request
- D Background and Resources: California Charities Regulation

**SOLICITATION REQUIREMENTS REVIEW (SRR) REQUEST**

***Proposers/Bidders requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.***

Proposer/Bidder Name:	Date of Request:
Solicitation Title: RFSQ for Substance Use Supportive Services	Solicitation No.: RFSQ 2025-002

A **Solicitation Requirements Review** is being requested because the Proposer/Bidder asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Mandatory Requirements**
- ☐ Application of **Business Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses from prospective Proposers/Bidders.

For each area contested, Proposer/Bidder must explain in detail the factual reasons for the requested review. *(Attach supporting documentation and specify the underlying authority of the person or entity submitting a proposal/bid (e.g., letterhead, business card, etc.).)*

Request submitted by:

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

<b><i>For County use only</i></b>	
Date SRR Request Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete Exhibit J (Charitable Contributions Certification) of Appendix A.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

### **2. SUPPORT FOR NONPROFIT ORGANIZATIONS**

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 1000 N Alameda St., #250, Los Angeles, CA 90012 (213) 266-8484 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix D is for informational purposes only. Information contained in this sub-section should not be construed as an endorsement by the County of Los Angeles of such organizations.**