



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ)

FOR SUBSTANCE USE DISORDER SERVICES

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(SUD RFSQ 2012-004)

Prepared By
Substance Abuse Prevention and Control
Grants Management and Planning Division

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APPENDICES AND EXHIBITS

Appendix A: Required Forms

- Exhibit 1: Statement of Qualifications (SOQ) Documentation Checklist
- Exhibit 2: Vendor's Organization Questionnaire/Affidavit
- Exhibit 3: Certification of No Conflict of Interest
- Exhibit 4: Vendor's EEO Certification
- Exhibit 5: Request for Local SBE Preference Program Consideration (Intentionally Omitted)
- Exhibit 6: Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7: Prospective Contractor List of References

- Exhibit 8: Prospective Contractor List of Contracts

- Exhibit 9: Prospective Contractor List of Terminated Contracts

- Exhibit 10: Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 11: Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76) (Intentionally Omitted)
- Exhibit 12: Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 13: Contractor Employee Jury Service Program Certification Form and Application for Exception

- Exhibit 14: Charitable Contributions Certification
- Exhibit 15: Arbitration or Litigation History Form

- Exhibit 16: Acceptance of Terms and Conditions of RFSQ & Master Agreement

Appendix B: Transmittal Form to Request a Solicitation Requirements Review

Appendix C: List of Debarred Los Angeles County Contractors

Appendix D: IRS Notice No. 1015

Appendix E: Safely Surrendered Baby Law Fact Sheet

Appendix F: County Policy on Doing Business with Small Business

Appendix G: Contractor Employee Jury Service Ordinance ("Jury Service Program")

Appendix H: Master Agreement

Appendix I: Background and Resources: California Charities Regulation

Appendix J: Defaulted Property Tax Reduction Program

1.0 GENERAL INFORMATION

BACKGROUND

The Los Angeles County Department of Public Health's (DPH) Substance Abuse Prevention and Control (SAPC) has the primary responsibility for administering the County's complex range of alcohol and drug prevention, treatment, and recovery programs. SAPC 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. SAPC currently allocates over \$200 million through contracts with over 150 community-based prevention and treatment organizations throughout the County.

SAPC's mission is to lead and facilitate the delivery of a full spectrum of prevention, treatment, and recovery support services proven to reduce the impact of substance abuse and addiction. SAPC uses the principles of effective prevention and treatment programs identified by the National Institute of Drug Abuse as a guide to "best practices" in the administration of all contracted programs and services. The array of services supported by SAPC provides a comprehensive regional continuum of care to foster healthier, drug-free communities and individuals. SAPC consistently supports the implementation of evidence-based strategies, and utilizes subcontracted providers to effectively engage the entire community in addressing local conditions and identifying community risk factors.

SAPC is fully committed to facilitating services that directly respond to each client's cultural, linguistic, and demographic needs within the context of Los Angeles County's extremely diverse population. SAPC requires its contractors to target the needs of a broad range of client populations, including African Americans; Asians and Pacific Islanders; Latinos; Native Americans; children and youth; people on probation or referred through the criminal justice network; dually diagnosed persons; the elderly; gay, lesbian, and bisexual people; transgender and transsexual people; the hearing impaired; the homeless; injection drug users; parolees; the physically challenged; and pregnant and parenting women. SAPC also has extensive experience in evaluating and assessing the work of its subcontracted treatment agencies in order to ensure the quality and scope of services provided.

PURPOSE/OBJECTIVE

The objective of this RFSQ is to secure a pool of qualified vendors that are best able to provide as-needed Substance Use Disorder (SUD) services to the adult and/or youth populations of the County of Los Angeles. A Master Agreement will be offered to all agencies determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and Vendor may or may not be utilized, at the County's sole discretion.

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

- a) Outpatient Counseling Services
- b) Day Care Habilitative Services
- c) Outpatient Narcotic Treatment Program Services
- d) Alcohol and Drug Free Living Centers (ADFLC)
- e) Residential Treatment Services
- f) Medication Assisted Treatment (MAT)
- g) Residential Detoxification Services

1.1 Scope of Work

DPH is seeking qualified companies to enter into Master Agreements to provide as-needed SUD services to the adult and/or youth populations within the County.

Vendors qualified under this RFSQ are expected to provide services using **evidence based practices**. Acceptable evidence based practices that were identified at a SAPC community forum held in December 2011 are:

- ▶ Courage to Change
- ▶ Moral Reconciliation Therapy
- ▶ Matrix Model
- ▶ Prime for Life
- ▶ Prime Solutions
- ▶ Cognitive Behavior Therapy
- ▶ Motivational Interviewing
- ▶ Mapping Enhanced Counseling
- ▶ Seeking Safety
- ▶ Dialectical Behavioral Therapy (DBT)
- ▶ Brief Strengths based Case Management for Substance Abuse

For more information on these **evidence based practices**, Vendors can go to <http://www.nrepp.samhsa.gov/>.

Additionally, resultant Contractor(s) should be able to provide one or more non-residential and/or residential services as defined under Purpose/Objective above and as defined in Appendix H- Master Agreement. Ancillary services provided will ensure a well-rounded treatment plan that addresses substance abuse and promotes a positive community re-integration, prevents relapse, and reduces recidivism.

1.1.1 Scope of Work - Definitions

Non-residential services

Outpatient Counseling Services are those alcohol and drug treatment and recovery services which are provided in a drug-free, non-drinking environment, directed towards alleviating and/or preventing alcohol and drug problems among individuals, or participants, pregnant and parenting women and their children, families, specific population groups, or the general community, which does not require residency at a provider's facility as part of the treatment and recovery process. Services include crisis intervention, individual/group/family counseling, urinalysis testing, case management, and referrals for ancillary services along with coordinated medical and mental health services. Services may also include referral of a participant for medical detoxification services, residential and recovery house services, methadone treatment program services, psychiatric services, or other treatment services deemed appropriate by Contractor.

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

Outpatient Narcotic Treatment Program Services provide for the administering or furnishing of methadone, as a substitute narcotic drug, in decreasing dosage levels for a period not exceeding twenty-one (21) days, in order to allow a patient who is dependent on heroin or other morphine-like drugs to withdraw from the use of such addicting drugs. Such services shall be conducted in conjunction with an organized and coordinated program to aid the patient in altering his/her drug dependent life style, and to eventually eliminate dependency on drugs.

Non-residential services must be provided during normal business hours for no less than five (5) days a week. Non-residential services must be made available on weekends and evenings to allow accessibility to treatment services for employed participants outside of normal business hours.

Alcohol and Drug Free Living Centers (ADFLC) are housing facilities where clients recovering from alcohol and drug problems reside. ADFLCs are living environments where the presence of or use of alcohol and drugs, other than prescribed drugs, is prohibited. ADFLCs provide an opportunity for residents who have re-entered or are preparing to re-enter the labor force to pursue their own personal plan for recovery in an alcohol and drug free atmosphere, removed from normal social pressures and temptations to drink alcoholic beverages and abuse drugs. No direct treatment services are provided. However, residents of ADFLCs participate in an offsite treatment program. The residents often function as a mutually self-supportive group, reinforcing each other's efforts to remain alcohol and drug free, and may attend twelve (12)-step groups and other related activities outside the facility. Residents share the responsibility of house maintenance, food purchase and preparation, and development of house rules.

Residential Treatment Services are recovery services and/or specialized recovery services that are made available on a twenty-four (24) hour basis to persons who have alcohol and/or drug problems. Participants to this residential treatment services program are to be involved in no less than six (6) hours of planned treatment and recovery activities per day under the supervision of trained staff. Specialized recovery services may include therapeutic intervention by professional staff such as Licensed Clinical Social Workers, Marriage and Family Therapists, and Doctors of Philosophy. The alcohol and drug residential services program is an accessible resource to the community for information about alcohol and drug related issues, referrals to appropriate alcohol and drug services, and opportunities for volunteer activity. These services must be provided seven (7) days a week, twenty-four (24) hours a day.

Medication Assisted Treatment (MAT) is the use of medications, in combination with counseling and behavioral therapies, to provide a whole-patient approach to the treatment of substance use disorder. MAT is clinically driven with a focus on individualized patient care. Program participants (including, but not limited to, homeless persons) must be sixteen (16) years or older deemed eligible for medication assisted treatment. Those who are between the ages of sixteen (16) and eighteen (18) require consent of parents or guardians. The minor must sign a consent form whereby he/she agrees that the treatment

agency may contact his/her parent(s), caregiver, or guardian regarding the minor's history and that the agency may disclose to the parent(s), caregiver, or guardians that he/she is participating in a treatment program and is being referred for medication-assisted treatment.

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

Contractors will be expected to use comprehensive standardized assessment tools such as the Addiction Severity Index Multi-Media Version (ASI-MV) or the Behavioral Severity Assessment Program (BSAP) to ensure that the Contractor has incorporated an ongoing treatment outcome measuring system within their treatment plans.

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

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** This section specifies the Vendor's minimum qualifications, and provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO VENDORS:** This section contains instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **SOQ REVIEW/SELECTION/QUALIFICATION PROCESS:** This section explains how the Vendor SOQ will be reviewed, and the qualified Vendor selected.
- **APPENDICES:**
 - A- **REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.

- B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to SAPC requesting a Solicitation Requirements Review.
- C - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Vendor-Contractors who are not allowed to contract with the County for a specific length of time.
- D - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- E - SAFELY SURRENDERED BABY LAW:** County required program.
- F - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code requirement.
- G - CONTRACTOR EMPLOYEE JURY SERVICE:** County Code requirement.
- H - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- I - 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. (If Applicable)
- J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in Appendix H, Master Agreement, Paragraph 2.0, Definitions.

1.4 Vendors' Minimum Qualifications

Interested and qualified Vendors that meet the Minimum Qualifications stated below are invited to submit **an SOQ** to qualify in **one or more** of the categories identified in paragraph 1.4.1 below:

1.4.1 Vendor must have four (4) years experience within the last seven (7) years providing SUD services to adult **and/or** youth populations (where applicable), directly or in partnership with other Vendor(s) in each category for which it is attempting to qualify, and the necessary regulatory agency licenses and/or certifications in good standing. Category qualifications are defined as follows:

- a) **Outpatient Counseling Services.** Vendor must have experience and ability to provide ODFC services, and must be certified by the California Department of Alcohol and Drug (ADP).
- b) **Day Care Habilitative Services.** Vendor must have experience and ability to provide day-care habilitative services, and must be certified by ADP.
- c) **Outpatient Narcotic Treatment Program Services.** Vendor must have experience and ability to provide Outpatient Narcotic Treatment Program Maintenance Services, and possess a valid current license from ADP to provide these services.
- d) **Alcohol and Drug Free Living Centers (ADFLC).** Vendor must have experience and ability to provide ADFLC services.
- e) **Residential Treatment Services.** Vendor must have experience and ability to provide Residential Treatment services, and possess a valid current license from ADP and/or California Department of Social Services as appropriate, to provide these services.
- f) **Medication Assisted Treatment (MAT).** Vendor must have experience and ability to provide Medication Assisted Treatment services.
- g) **Residential Detoxification Services.** Vendor must have experience and ability to provide Detoxification Services, and possess a valid current license from ADP in accordance with federal and State standards.

- 1.4.2 Vendor must have established linkages with other departments in the County, community based organizations (CBO), or other SUD Service Vendors for addressing the treatment and ancillary needs of client.
- 1.4.3 Vendor must demonstrate that it is a tax-exempt, public or incorporated private non-profit 501 (c) organization (registered with the State of California). Governmental agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.
- 1.4.4 Vendor must have a business location within the geographical boundaries of Los Angeles County.
- 1.4.5 Vendor must have four (4) years experience within the last seven (7) years serving or having served County adult and/or youth populations with SUD or Co-Occurring Disorder needs.
- 1.4.6 Vendor must have a minimum of four (4) years experience within the last seven (7) years providing services under a federal, State, or local government contract.
- 1.4.7 Vendor must have four (4) years experience within the last seven (7) years providing SUD services using one or more of the evidence based practices identified in RFSQ, Section 1.1, Scope of Work.
- 1.4.8 Vendor must have four (4) years experience within the last seven (7) years working with the County's Treatment Court Probation eXchange (TCPX) web-based data system and its Secure Identification (ID) Card system as administered by SAPC, or another web-based client data collection system.

1.5 New Firm Eligibility (Intentionally Omitted)

1.6 Master Agreement Process

The objective of this RFSQ is to establish a pool of qualified Contractors to provide as-needed SUD services to the adult and/or youth populations within County.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified by category and population (adult and/or youth). The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.
- 1.6.2 Upon the Departments' execution of these Master Agreements, the qualified Vendors will become County Contractors, and thereafter be solicited under competitive conditions via Work Order Solicitation (WOS), to provide as-needed services in the category for which they were qualified. SAPC shall solicit proposals/bids from Contractors for each project, and may select one or more Contractors to perform the desired service using a pre-determined set of evaluation criteria, resulting in the award of a Master Agreement Work Order (MAWO) to selected Contractor(s). Payment for all work shall be based on a fee-for-service basis consistent with the terms indicated within Appendix H and up to the Total Maximum Amount specified for each individual MAWO.
- 1.6.3 WOS for particular SUD services will be released to all Qualified Vendors. Each WOS may further define the particular target population and/or geographic area to be served.

1.7 Master Agreement Term

- 1.7.1 The Master Agreement shall be for a period of five (5) years as authorized by the Los Angeles County Board of Supervisors (Board). At the conclusion of the five year period, the County shall have the option to extend the term on a six (6) month-to-month basis not to exceed, in aggregate, a maximum total master agreement term of five (5) years, six (6) months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.
- 1.7.2 Notwithstanding any other provisions of this Section 1.7, any MAWO issued hereunder prior to the expiration date of the Master Agreement which has a MAWO expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the MAWO expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such MAWO and shall not extend such date for any other purpose whatsoever, including issuing new Work Order Solicitations, MAWOs, and/or extending any MAWOs.

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

1.8 County Rights and Responsibilities

County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in proposer's SOQ not being considered, as determined at the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed, or facsimiled (FAXed) to the following address and contact person:

Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue, Building A-9 East, Third Floor
Alhambra, California 91803
Attention: Mr. Timothy Dueñas
E-mail address: tduenas@ph.lacounty.gov
FAX Number: (626) 299-7226

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

1.10 Mandatory Requirement to Register on County's Vendor Registration (WebVen) System

Prior to executing a Master Agreement, all potential Contractors **must register** in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing County's home page at http://doingbusiness.lacounty.gov/main_db.htm.

1.11 County Option to Reject Statement of Qualifications or Cancel RFSQ

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ. In addition, the RFSQ process may be canceled at any time, when the Director determines at his/her sole discretion that a cancellation is in the best interest of the County. The County shall 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.

1.12 Protest Process

1.12.1 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 agreement, as described in sub-section 1.12.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

1.12.3 Grounds for Review

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

- Review of Solicitation Requirements Review (Reference Section 2.4, Solicitation Requirements Review)
- Review of a Disqualified SOQ (Reference Section 3.2, Disqualification Review)

1.13 Notice to Vendor Regarding Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the SAPC recommends the qualified Vendor(s) to the 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.”
- 1.13.2 County shall 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 shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement, Paragraph 8.27. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H - Master Agreement, Paragraphs 8.28 and 8.29.

1.15 Service Vendors, Artisan, and Tradesman Activities (SPARTA) Program

A County Program, known as SPARTA, may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams

Insurance Services. For additional information, Vendor may call (800) 420-0555 or may access their website directly at www.2sparta.com.

1.16 Injury and Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's California Occupational Safety and Health Administration (OSHA's) regulations. Section 3203 of Title 8 in the California Code of Regulations (CCR) 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.

1.17 Background and Security Investigations

Background and security investigations of Vendor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Vendor.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality and Independent Contractor Status provisions of Appendix H, Master Agreement, Paragraph 7.6.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a contractor under this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix A - Required Forms Exhibit 3, Certification of No Conflict of Interest.

1.20 Determination of Vendor Responsibility

1.20.1 A responsible Vendor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Vendors.

- 1.20.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor 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 the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.20.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement 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.
- 1.20.4 If there is evidence that the Vendor may not be responsible, DPH shall notify the Vendor in writing of the evidence relating to the Vendor responsibility, and its intention to recommend to the Board that the Vendor be found not responsible. DPH shall 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 DPH's recommendation.
- 1.20.5 If the Vendor presents evidence in rebuttal to the DPH, DPH shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Vendor shall reside with the Board.
- 1.20.6 These terms shall also apply to proposed subcontractors of Vendor on County contracts.

1.21 Vendor Debarment

- 1.21.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the 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 (5) years but may exceed five (5) 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.
- 1.21.2 If there is evidence that the apparent highest ranked Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.
- 1.21.3 The County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

- 1.21.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Vendor 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.
- 1.21.6 The County's Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.21.9 Appendix C provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Contractor's Adherence to County Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or the initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 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 Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall 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 Master Agreement.

1.23.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.23.3 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 tangible gifts.

1.24 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board 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 will be 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 solicitation, 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 by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 6, as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Vendors shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 12, as part of their SOQ.

Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order(s). Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Order(s) will be reported to the Board. The report 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 the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H –Master Agreement, Paragraph 8.50.

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix E of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 The County has multiple programs that address small businesses. The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying its selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise Preference Program requires Company to complete a certification process. This program and how to obtain certification are further explained in Appendix H, Paragraph 8.32.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a Company qualifies as a Small Business. It is important to note that each Company has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.31 of this RFSQ.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

1.31 Jury Service Program

The prospective contract 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 read the Contractor Employee Jury Service Ordinance, Appendix G, and the pertinent Jury Service provisions of the Master Agreement, Appendix H, subparagraph 8.9, both of which are 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.

- 1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay

the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if any one of the following occurs: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts. The second is if the Contractor meets one of the two (2) exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than Five Hundred Thousand Dollars (\$500,000), and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.31.3 If a Contractor 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 Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Exhibit 13 of Appendix A, 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 Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise (SBE) Preference Program (Intentionally Omitted, see Appendix H, Paragraph 8.32)

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Required Form - Exhibit 2 - Vendor's Organization Questionnaire/Affidavit. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Transitional Job Opportunities Preference Program

1.35.1 In reviewing Work Order Bids, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Service Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of

their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

- 1.35.2 Transitional Job Opportunities vendors must request the preference in each of their Work Order Bid responses and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Bidder that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

1.36 Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH)

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and with the Health Information Technology for Economic and Clinical Health (HITECH) provision contained in Appendix H, Master Agreement, Paragraph 9.5.

1.37 Contractor's Charitable Contributions Compliance (if applicable)

- 1.37.1 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. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect 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) have new audit requirements.
- 1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes

Act and complete the Charitable Contributions Certification, Exhibit 14 as set forth in Appendix A - Required Forms. A completed Exhibit 14 is a required part of any agreement with the County.

- 1.37.3 In Exhibit 14, prospective contractors certify that either
- they have determined that they do not either now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,
 - OR -
 - they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 1.37.4 Prospective County contractors that do not complete Exhibit 14 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract 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)

1.38 County's Defaulted Property Tax Reduction Program

- 1.38.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Property Tax Reduction Program, Appendix J, and Paragraph 8.70 of the Master Agreement, Appendix H which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 1.38.2 Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 10.

Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

- 1.38.3 SOQ's that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.39 Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

- 1.39.1 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 Contractor's response to a WOS, Contractor must submit a the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix H – Exhibit G2, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should a response to any WOS identify prospective subcontractors, or should Vendor intend to use subcontractors in the provision of services under any subsequent contract, Contractor 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 is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 1.39.2 Failure to provide the required certification may eliminate Contractor's response to a WOS from consideration.
- 1.39.3 In the event that Contractor and/or its subcontractor(s) is or are unable to provide the required certification, Contractor instead shall provide a written explanation concerning its own and/or its subcontractor's inability to provide the certification. Contractor'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. Finally, 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 any WOS in association with this RFSQ.

- 1.39.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the WOS is appropriate under the federal law.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors on how to prepare and submit their SOQ.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

Release of RFSQ.....	December 28, 2012
Request for a Solicitation Requirements Review Due	January 11, 2013
Written Questions on RFSQ Due.....	3:30 PM, January 22, 2013
Questions and Answers Released.....	February 5, 2013
SOQ Due	3:30 PM, February 26, 2013

*(The County, at its sole discretion, may elect to accept SOQ annually to qualify Vendors, depending on the service needs of the Department.)

All times as listed above and throughout this RFSQ are for Pacific Standard Time (PST) Zone.

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the DPH's sole discretion, if the request does not satisfy all of the following criteria:

- 2.4.1 The request for a Solicitation Requirements Review is submitted to County by **January 11, 2013** to the address and contact person identified in RFSQ, Paragraph 1.9, Contact with County Personnel; and
- 2.4.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ; and
- 2.4.3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 2.4.4 The request for a Solicitation Requirements Review asserts either of the following:
 - a) application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b) due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.

The Solicitation Requirements Review shall be completed and the DPH's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, FAX, or e-mail to the individual identified in RFSQ, Paragraph 1.9, Contact with County Personnel. All questions must be received by County no later than **3:30 PM, January 22, 2013, Pacific Standard Time** (see Paragraph 2.3, RFSQ Timetable). All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an Addendum to the RFSQ.

When submitting questions, please specify the RFSQ section number, paragraph number, and page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

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

2.6 Vendors Conference (Intentionally Omitted)

DPH will not conduct a Vendors Conference for this RFSQ.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

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

2.7.1 Cover Letter

A cover letter shall begin Vendor's SOQ response and shall be a maximum of three (3) pages in length on Vendor's letterhead. The letter shall include the following information:

- Full legal name of Vendor/company and name of DBA, company address, telephone number, FAX number, and e-mail address.
- Category(ies) including population to be served (adult and/or youth) in which Vendor intends to qualify (see RFSQ, Paragraph 1.4.1).
- Supervisory District (SD) and Service Planning Area (SPA) where Vendor's headquarters is located.
- SD and SPA where Vendor is proposing to provide or currently provides services.
- Full legal name(s) of Vendor's partner-agencies, their addresses, telephone numbers, FAX numbers, e-mail addresses, and the services they provide.
- Name and title of party authorized to bind Vendor under this SOQ. (If company headquarters address, telephone number, FAX, or e-mail address are different from above, Vendor must provide binding party's information separately.)

- Vendor's Executive Director, Chief Executive Officer, or other authorized designee signature on cover letter (signed in blue ink).

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers. All pages and references in SOQ should be numbered.

2.7.3 Vendor's Qualifications (Section A)

Demonstrate that the Vendor's organization has the experience to perform the required services. The following sections must be included:

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

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

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

The SOE for each desired category must: 1) not exceed 3 (three) pages; 2) include a summary of relevant background information that substantiates Vendor meets each minimum qualification stated in RFSQ, Paragraph 1.4, including years in service and experience; 3) include a list of the agencies and the types of service and/or relationship that Vendor has with the agency(ies); 4) include a brief descriptive paragraph that provides details such as years of experience, services provided, how the services are using or are based on specific evidence-based practice(s), adult and/or youth populations served, and service sites; and 5) include copies of any applicable licenses/ certificates/ accreditations for the provision of

services for each category in which they intend to qualify which includes but is not limited to: ADP and/or California Department of Social Services licenses/ certifications/ accreditations.

Vendor's Organizational Structure/ Required Support Documents

A copy of a "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent Statement which includes a list of the corporate officers. The "Statement of Information" must list the corporate officers.

If the above mentioned 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.

B. Vendor's Financial Viability (Section A.2)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2011/2012, 2010/2011, 2009/2010) financial statements. Financial statements should reflect the financial strength and capability of the company in the provision of required services throughout the term of any resultant Contract, as well as evidence of the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant Contract. The following accounts must be included in your company's financial statements:

Balance Sheet Accounts

1. Current Assets
 - Cash
 - Short Term Investments*
 - Accounts Receivable *
2. Current Liabilities

3. Total Assets
4. Total Liabilities
5. Owner's/Shareholder's Equity

Income Statement Accounts

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

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

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

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

C. Vendor's References (Section A.3)

It is the Vendor's sole responsibility to ensure that the Vendor's firm/company name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Appendix A, Exhibits 7 and 8.

County may disqualify a Vendor if the following occurs:

- ▶ references fail to substantiate Vendor's description of the services provided; or
- ▶ references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- ▶ the Department is unable to reach the point of contact with reasonable effort. It is Vendor's responsibility to provide accurate information and inform the point of contact to be available during normal working hours.

The Vendor must complete and include Required Forms, Exhibits 7, 8 and 9 as set forth in Appendix A.

1. **Prospective Contractor References, Exhibit 7.** Vendor must provide at least three (3) references where the same or similar scope of SUD service(s) to adult and/or youth populations was provided.
2. **Prospective Contractor List of Contracts, Exhibit 8.** The listing must include all services under federal, State, or local government contracts for a minimum of four (4) years within the last seven (7) years. A photocopy of this form should be used if necessary.
3. **Prospective Contractor List of Terminated Contracts for Non-Performance, Exhibit 9.** The Listing must include contracts terminated for non-performance within the past three (3) years with a reason for termination.

D. Vendor's Pending Litigation and Judgments (Section A.4)

On Appendix A, Required Forms, Exhibit 15, identify by name, case and court location any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Specify the amount, nature, and final status of each claim as provided for in the form. Indicate by checking off the appropriate statement in the form, if no claims have been made in the last five (5) years against the Vendor or if there are no threatening or pending litigation made in the last five (5) years against the Vendor. Any claims which were resolved in favor of Vendor in litigation or arbitration or which were settled without any payment by Vendor or its insurer shall not be counted as a claim.

2.7.4 Required Forms (Section B)

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

- | | |
|------------|--|
| (Exhibit 1 | SOQ Documentation Checklist) |
| (Exhibit 2 | Vendor's Organization Questionnaire/Affidavit) |
| Exhibit 3 | Certification of No Conflict of Interest |

Exhibit 4	Vendor's Equal Employment Opportunity (EEO) Certification
Exhibit 5	Request for Local SBE Preference Program Consideration and CBE Firm/ Organization Information Form (Intentionally Omitted)
Exhibit 6	Familiarity with the County Lobbyist Ordinance Certification
(Exhibit 7	Prospective Contractor List of References)
(Exhibit 8	Prospective Contractor List of Contracts)
(Exhibit 9	Prospective Contractor List of Terminated Contracts)
Exhibit 10	Certification of Compliance with the County's Defaulted Property Tax Reduction Program
Exhibit 11	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions should be included in Proposer's SOQ (Intentionally Omitted)
Exhibit 12	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit 13	Contractor Employee Jury Service Program Certification Form and Application for Exception
Exhibit 14	Charitable Contributions Certification
(Exhibit 15	Arbitration or Litigation History Form)
Exhibit 16	Acceptance of Terms and Conditions of RFSQ and Master Agreement

2.7.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, Paragraphs 8.28 and 8.29. 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 if the Vendor is selected to receive a Master Agreement award, may be submitted with the SOQ.

2.8 SOQ Submission

The original SOQ and three (3) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words:

“SOQ FOR SUD SERVICES”

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

The SOQ shall be delivered or mailed to:

Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue, Building A-9 East, Third Floor
Alhambra, California 91803
Attention: Mr. Timothy Dueñas

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before 3:30 PM, February 26, 2013 as indicated in Section 2.3 of this RFSQ. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (FAX) or electronic mail (e-mail) copies will be accepted.

2.9 Acceptance of Terms and Conditions of RFSQ and Master Agreement

Vendors understand and agree that submission of the SOQ and Appendix A-Exhibit 16, Acceptance of Terms and Conditions of RFSQ and Master Agreement constitutes an acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of this RFSQ and Appendix H – Master Agreement. The County reserves the right to make changes to the Master Agreement and its appendices and exhibits at its sole discretion.

2.10 SOQ Withdrawals

The 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 contact person identified in subparagraph 1.9 of this RFSQ, Contact with County Personnel.

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications (Section A of the SOQ)

County shall review Vendor's SOE; Exhibit 1 - SOQ Documentation Checklist; and Exhibit 2 - Vendor's Organization Questionnaire/Affidavit, and shall determine if the Vendor meets the minimum qualifications as outlined in Paragraph 1.4 of this RFSQ. Exhibit 2 will serve as an Affidavit that Vendor attests it meets the minimum requirements for the desired category(ies).

Failure of the Vendor to provide adequate supporting documentation that proves Vendor meets the minimum qualifications 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 are present.

3.1.2 Vendor's Qualifications

County's review shall include the following:

- Vendor will be evaluated on the verification of references provided in **Section A.3** of the SOQ. County will also review the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting Vendor's past performance history on County or other contracts, and information on the Vendor's terminated contracts, if any.
- View active status of corporation.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in **Section A.4** of the SOQ.
- A subject matter expert will evaluate and make a Pass/Fail recommendation on the financial strength and capability of the company in the provision of required services throughout the term of any resultant MAWO, as well as on the Company's capability to absorb all costs related to the provision of services for a minimum of sixty (60) days, during any resultant MAWO. SOQs that fail this portion of the evaluation will be deemed non-responsive and disqualified. The Director, or his designee, at his/her sole discretion, may elect to waive this requirement.

3.1.3 Required Forms (Section B)

Review all forms listed in RFSQ, Paragraph 2.7.4, Required Forms.

3.1.4 Proof of Insurability (Section C)

Review the proof of insurability.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DPH determined it was non-responsive at any time during the review/evaluation process. If DPH determines that an SOQ is disqualified due to non-responsiveness, DPH shall 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 DPH's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DPH'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 shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

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

3.4 Master Agreement Award

Vendors who are notified by DPH 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 satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to DPH's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement to the Board.

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

APPENDIX A

REQUIRED FORMS

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

Instructions to Vendors:

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

VENDOR NAME:

RFSQ, Paragraph 2.7.1, Cover Letter

A cover letter shall begin Vendor's SOQ response and shall be a maximum of three (3) pages in length on Vendor's letterhead. The letter shall include the following information:

(Vendor to mark all that apply)

- Full legal name of Vendor/company and name of DBA, company address, telephone number, FAX number, and e-mail address
- Category(ies) in which Vendor intends to qualify, including population to be served (adults and/or youth)
- Supervisory District (SD) and Service Planning Area (SPA) where Vendor's headquarters is located.
- SD and SPA where Vendor is proposing to provide or currently provides services.
- Full legal name(s) of Vendor's partner-agencies, their addresses, telephone numbers, FAX numbers, e-mail addresses, and the services they will provide.
- Name and title of party authorized to bind Vendor under this SOQ. (If company headquarter address, telephone number, FAX, or e-mail address are different from above, Vendor must provide binding party's information separately.)
- Vendor's Executive Director, Chief Executive Officer, or other authorized designee signature on cover letter (signed in blue ink).

RFSQ, Paragraph 2.7.2, Table of Contents (Proposer's SOQ)

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers. All pages and references in SOQ should be numbered.

(Vendor to mark all that apply)

- Table of Contents is included in SOQ and in accordance with RFSQ, Paragraph 2.7.2.

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:																																																							
RFSQ, Paragraph 2.7.3, A. Vendor’s Qualifications (Proposer’s SOQ, Section A.1) Demonstrate that the Vendor’s organization has the experience to perform the required services. The following sections must be included:	<input checked="" type="checkbox"/> (Vendor to mark all that apply)																																																						
Exhibit 1	Statement Of Qualifications (SOQ) Documentation Checklist <input type="checkbox"/>																																																						
Exhibit 2	Vendor’s Organizational Questionnaire/Affidavit <input type="checkbox"/>																																																						
SOQ Category Specific Qualifications																																																							
RFSQ, Minimum Qualifications (MQ) 1.4.1	Vendor has four (4) years experience within the last seven (7) years providing SUD services to adult and/or youth populations, directly or in partnership with other vendor(s), in each category for which it is attempting to qualify , and has the necessary regulatory agency licenses and/or certifications in good standing. For each category for which Vendor is attempting to qualify, Vendor submitted a Statement of Experience (SOE) that:																																																						
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;"><u>Yes</u></th> <th style="width: 10%; text-align: center;"><u>N/A</u></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">1) has sufficient details to demonstrate firm’s ability to carry out the specialized service needs</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;">a) Outpatient Counseling Services</td> <td style="text-align: center;">a) <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> If Yes, details demonstrate ability to serve:</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"> Adults</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> Youth</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">b) Day Care Habilitative Services</td> <td style="text-align: center;">b) <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> If Yes, details demonstrate ability to serve:</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"> Adults</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> Youth</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">c) Outpatient Narcotic Treatment Program Services</td> <td style="text-align: center;">c) <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> If Yes, details demonstrate ability to serve:</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"> Adults</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> Youth</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;">d) Alcohol and Drug Free Living Centers (ADFLC)</td> <td style="text-align: center;">d) <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> If Yes, details demonstrate ability to serve:</td> <td></td> <td></td> </tr> <tr> <td style="padding: 5px;"> Adults</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 5px;"> Youth</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		<u>Yes</u>	<u>N/A</u>	1) has sufficient details to demonstrate firm’s ability to carry out the specialized service needs			a) Outpatient Counseling Services	a) <input type="checkbox"/>	<input type="checkbox"/>	If Yes, details demonstrate ability to serve:			Adults	<input type="checkbox"/>	<input type="checkbox"/>	Youth	<input type="checkbox"/>	<input type="checkbox"/>	b) Day Care Habilitative Services	b) <input type="checkbox"/>	<input type="checkbox"/>	If Yes, details demonstrate ability to serve:			Adults	<input type="checkbox"/>	<input type="checkbox"/>	Youth	<input type="checkbox"/>	<input type="checkbox"/>	c) Outpatient Narcotic Treatment Program Services	c) <input type="checkbox"/>	<input type="checkbox"/>	If Yes, details demonstrate ability to serve:			Adults	<input type="checkbox"/>	<input type="checkbox"/>	Youth	<input type="checkbox"/>	<input type="checkbox"/>	d) Alcohol and Drug Free Living Centers (ADFLC)	d) <input type="checkbox"/>	<input type="checkbox"/>	If Yes, details demonstrate ability to serve:			Adults	<input type="checkbox"/>	<input type="checkbox"/>	Youth	<input type="checkbox"/>	<input type="checkbox"/>
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**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:

		<u>Yes</u>	<u>N/A</u>
e)	Residential Treatment Services	e) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, details demonstrate ability to serve:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
f)	Medication Assisted Treatment (MAT)	f) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, details demonstrate ability to serve:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
g)	Residential Detoxification Services	g) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, details demonstrate ability to serve:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
2)	has a summary of relevant background information that substantiates that Vendor meets each minimum qualification, including years in service and experience		
a)	Outpatient Counseling Services	a) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, information on service and experience is for:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
b)	Day Care Habilitative Services	b) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, information on service and experience is for:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
c)	Outpatient Narcotic Treatment Program Services	c) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, information on service and experience is for:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>
d)	Alcohol and Drug Free Living Centers (ADFLC)	d) <input type="checkbox"/>	<input type="checkbox"/>
	If Yes, information on service and experience is for:		
	Adults	<input type="checkbox"/>	<input type="checkbox"/>
	Youth	<input type="checkbox"/>	<input type="checkbox"/>

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:

e) Residential Treatment Services e)

If Yes, information on service and experience is for:

Adults

Youth

f) Medication Assisted Treatment (MAT) f)

If Yes, information on service and experience is for:

Adults

Youth

g) Residential Detoxification Services g)

If Yes, information on service and experience is for:

Adults

Youth

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

a) Outpatient Counseling Services a)

If Yes, license(s)/accreditation(s)/certification(s) are for services to:

Adults

Youth

b) Day Care Habilitative Services b)

If Yes, license(s)/accreditation(s)/certification(s) are for services to:

Adults

Youth

c) Outpatient Narcotic Treatment Program Services c)

If Yes, license(s)/accreditation(s)/certification(s) are for services to:

Adults

Youth

d) Alcohol and Drug Free Living Centers (ADFLC) d)

If Yes, license(s)/accreditation(s)/certification(s) are for services to:

Adults

Youth

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:

- | | <u>Yes</u> | <u>N/A</u> |
|---|-----------------------------|--------------------------|
| e) Residential Treatment Services | e) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, license(s)/accreditation(s)/certification(s) are for services to: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| f) Medication Assisted Treatment (MAT) | f) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, license(s)/accreditation(s)/certification(s) are for services to: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |
| g) Residential Detoxification Services | g) <input type="checkbox"/> | <input type="checkbox"/> |
| If Yes, license(s)/accreditation(s)/certification(s) are for services to: | | |
| Adults | <input type="checkbox"/> | <input type="checkbox"/> |
| Youth | <input type="checkbox"/> | <input type="checkbox"/> |

4) does not exceed 3 (three) pages

- | | | |
|---|-----------------------------|--------------------------|
| a) Outpatient Counseling Services | a) <input type="checkbox"/> | <input type="checkbox"/> |
| b) Day Care Habilitative Services | b) <input type="checkbox"/> | <input type="checkbox"/> |
| c) Outpatient Narcotic Treatment Program Services | c) <input type="checkbox"/> | <input type="checkbox"/> |
| d) Alcohol and Drug Free Living Centers (ADFLC) | d) <input type="checkbox"/> | <input type="checkbox"/> |
| e) Residential Treatment Services | e) <input type="checkbox"/> | <input type="checkbox"/> |
| f) Medication Assisted Treatment (MAT) | f) <input type="checkbox"/> | <input type="checkbox"/> |
| g) Residential Detoxification Services | g) <input type="checkbox"/> | <input type="checkbox"/> |

5) has support documents for Corporations

- | | | |
|--|--------------------------|--------------------------|
| Copy of Certificate of Good Standing with the State of California | <input type="checkbox"/> | <input type="checkbox"/> |
| Most recent Statement of Domestic (or Foreign) Stock Corporation | <input type="checkbox"/> | <input type="checkbox"/> |
| If Statement of Domestic (or Foreign) Stock Corporation has only "No Change in Information" box checked, must submit most recent Statement of Information which includes the list of corporate officers. | <input type="checkbox"/> | <input type="checkbox"/> |

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

VENDOR NAME:		
RFSQ, MQ1.4.3	SOQ, Section A.1 includes supporting documentation such as a letter from the IRS or the State attesting that Vendor's organization is a tax-exempt, public or incorporated private non-profit 501 (c) organization (registered with the State of California). Other governmental agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.	<input type="checkbox"/>
RFSQ, MQ1.4.4	SOQ, Section A.1 narrative and Exhibit 2 include information that demonstrates Vendor has a business location within the geographical boundaries of Los Angeles County.	<input type="checkbox"/>
RFSQ, MQ1.4.5	SOQ, Section A.1 Statement(s) of Experience (SOE) includes information to support that Vendor has four (4) years experience within the last seven (7) years serving or having served adult and/or youth populations in the County with SUD or Co-Occurring Disorder needs.	<input type="checkbox"/>
RFSQ, MQ1.4.6	SOQ, Section A.1 SOE includes information to support that Vendor has four (4) years experience within the last seven (7) years in providing services under a federal, State, or local government contract.	<input type="checkbox"/>
RFSQ, MQ1.4.7	SOQ, Section A.1 SOE includes information to support that Vendor has four (4) years experience within the last seven (7) years providing SUD services using one or more of the evidence based practices identified in RFSQ, Section 1.1, Scope of Work.	<input type="checkbox"/>
RFSQ, MQ1.4.8	SOQ, Section A.1 SOE and/or narrative include information to support that Vendor has four (4) years experience within the last seven (7) years working with the County's Treatment Court Probation eXchange (TCPX) web-based data system and its Secure Identification (ID) Card system as administered by SAPC, or another web-based client data collection system.	<input type="checkbox"/>
RFSQ, Paragraph 2.7.3, B. Vendor's Financial Viability (Proposer's SOQ, Section A.2)		<input checked="" type="checkbox"/> (Vendor to mark all that apply)
	Vendor furnished copies of the company's most current and prior two (2) fiscal years' financial statements.	<input type="checkbox"/>
RFSQ, Paragraph 2.7.3, C. Vendor's References (Proposer's SOQ, Section A.3)		<input checked="" type="checkbox"/> (Vendor to mark all that apply)
	RFSQ Appendix A, Exhibit 7, Prospective Contractor List of References	<input type="checkbox"/>
	RFSQ Appendix A, Exhibit 8, Prospective Contractor List of Contracts	<input type="checkbox"/>
	RFSQ Appendix A, Exhibit 9, List of Terminated Contracts for Non-Performance	<input type="checkbox"/>

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:	
RFSQ, Paragraph 2.7.3, D. Vendor's Pending Litigation and Judgments (Proposer's SOQ, Section A.4)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
RFSQ Appendix A, Exhibit 15, Arbitration or Litigation History Form. If no pending or threatening litigations/judgments, mark applicable box.	<input type="checkbox"/>
RFSQ, Paragraph 2.7.4, Required Forms (Proposer's SOQ, Section B)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
Exhibit 3, Certification of No Conflict of Interest	<input type="checkbox"/>
Exhibit 4, Vendor's Equal Employment Opportunity (EEO) Certification	<input type="checkbox"/>
Exhibit 5, Request for Local SBE Preference Program Consideration (Intentionally Omitted)	N/A
Exhibit 6, Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>
Exhibit 10, Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input type="checkbox"/>
Exhibit 11, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Intentionally Omitted)	N/A
Exhibit 12, Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>
Exhibit 13, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>
Exhibit 14, Charitable Contributions Certification	<input type="checkbox"/>
Exhibit 16, Acceptance of Terms and Conditions of RFSQ & Master Agreement	<input type="checkbox"/>
RFSQ, Paragraph 2.7.5, Proof of Insurability (Proposer's SOQ, Section C)	<input checked="" type="checkbox"/> (Vendor to mark all that apply)
	<u>Yes</u> <u>No</u>
Must provide proof that Vendor meets all insurance requirements set forth in Appendix H, Master Agreement, Paragraphs 8.28 and 8.29; OR	<input type="checkbox"/> <input type="checkbox"/>
	<u>Yes</u> <u>N/A</u>
If no proof of required current coverage, Vendor must submit a letter from a qualified insurance carrier indicating a willingness to provide the required coverage if Vendor is selected to receive a Master Agreement award.	<input type="checkbox"/> <input type="checkbox"/>

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
STATEMENT OF QUALIFICATIONS (SOQ) DOCUMENTATION CHECKLIST**

VENDOR NAME:

VENDOR SUPPLIED

- ▶ The original SOQ and three (3) numbered copies enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: "SOQ FOR SUD SERVICES"
- ▶ One (1) electronic copy of SOQ in Adobe Acrobat or Portable Document Format (PDF) on compact disk (CD), properly labeled and provided as part of the SOQ submission.

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

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNATURE

DATE

NAME IN PRINT

TITLE

ADDRESS

CITY , STATE

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

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

Name	State	Year Inc.

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

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

3. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes No
If yes, please provide the following information:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

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

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

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

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

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

Check the appropriate boxes:

Vendor's Minimum Qualifications (MQ) 1.4.1

Vendor has four (4) years experience within the last seven (7) years providing SUD services to adult and/or youth populations, directly or in partnership with other vendor(s), **in each category for which it is attempting to qualify**, and has the necessary regulatory agency licenses and/or certifications in good standing:

- | | | |
|---------------------------------|------------------------------|---|
| a) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | a) Outpatient Counseling Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| b) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | b) Day Care Habilitative Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| c) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | c) Outpatient Narcotic Treatment Program Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| d) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | d) Alcohol and Drug Free Living Centers (ADFLC)
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| e) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | e) Residential Treatment Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| f) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | f) Medication Assisted Treatment (MAT)
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |
| g) <input type="checkbox"/> Yes | <input type="checkbox"/> N/A | g) Residential Detoxification Services
<input type="checkbox"/> Adult <input type="checkbox"/> Youth |

Yes No

RFSQ, MQ 1.4.2

Vendor has established linkages with other departments in the County, community based organizations (CBOs), or other SUD service vendors for addressing the treatment and ancillary needs of clients.

Yes No

RFSQ, MQ 1.4.3

Vendor's organization is a tax-exempt, public or incorporated private non-profit 501 (c) organization (registered with the State of California). Other governmental agencies, local educational agencies, institutions of higher education, and for-profit organizations, are not eligible to apply.

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

Yes No

RFSQ, MQ 1.4.4

Vendor has a business location is within the geographical boundaries of Los Angeles County.

Yes No

RFSQ, MQ 1.4.5

Vendor has four (4) years experience within the last seven (7) years serving adult and/or youth populations in the County with SUD or Co-Occurring Disorder needs.

Yes No

RFSQ, MQ 1.4.6

Vendor has four (4) years experience within the last seven (7) years in providing services under a federal, State, or local government contract.

Yes No

RFSQ, MQ 1.4.7

Vendor has four (4) years experience within the last seven (7) years providing SUD services using one or more of the evidence based practices identified in RFSQ Section 1.1, Scope of Work.

Yes No

RFSQ, MQ 1.4.8

Vendor has four (4) years experience within the last seven (7) years working with the County’s Treatment Court Probation eXchange (TCPX) web-based data system and its Secure Identification (ID) Card system as administered by SAPC, or another web-based client data collection system.

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

Vendor’s Name: _____

Address: _____

E-mail address: _____

Telephone number: _____

Fax number: _____

On behalf of: _____

(Proposer’s name)

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

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

_____ Signature	_____ Internal Revenue Service Employer Identification Number
_____ Title	_____ California Business License Number
_____ Date	_____ County WebVen Number

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any Statements of Qualifications 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 number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Name of Vendor

Title of Vendor's Official/ Authorized Representative

Signature of Vendor's Official/Authorized Representative

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
VENDOR'S EEO CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

YES

NO

- | | | |
|---|--------------------------|--------------------------|
| 1. Vendor has written policy statement prohibiting discrimination in all phases of employment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Vendor periodically conducts a self-analysis or utilization analysis of its work force. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Vendor has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. When problem areas are identified in employment practices, Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | <input type="checkbox"/> | <input type="checkbox"/> |

Signature

Date

Name and Title of Signer (Please print)

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

**Request for Local SBE Preference Program Consideration
and CBE Firm/Organization Information Form**

Form will be attached to each WOS.

As applicable, Qualified Vendor will complete and submit when responding to bids.

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATE**

The Provider certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Provider organization have and will comply with it during the Request for Statement of Qualifications (RFSQ) process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
PROSPECTIVE CONTRACTOR LIST OF REFERENCES**

Vendor's Name: _____

List a minimum of three (3) references where the same or similar scope of SUD services to adult/youth populations was provided in order to meet the Minimum Requirements stated in this RFSQ.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
PROSPECTIVE CONTRACTOR'S LIST OF CONTRACTS**

Vendor's Name: _____

List of all federal, State, or local government contracts for which the Contractor has provided service for a minimum of four (4) years within the last seven (7) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	# of Years/ Term of Contract	Type of Service		Dollar Amt.

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
PROSPECTIVE CONTRACTOR'S LIST OF TERMINATED CONTRACTS**

Vendor's Name: _____

List of all contracts that have been terminated within the past three (3) years for non-performance and provide a reason for termination.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	Reason for Termination:			
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No.	Reason for Termination:			

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For: RFSQ for Substance Use Disorder Services (SUD RFSQ 2012-04)		

The Vendor/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Vendor/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Vendor/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(45 C.F.R. PART 76)

Form will be attached to each WOS.

As applicable, Qualified Vendor will complete and submit when responding to bids.

RFSQ FOR SUBSTANCE USE DISORDER SERVICES

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Vendor has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

YES NO

C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax#: _____

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is exempted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation: RFSQ for Substance Use Disorder Services (SUDRFSQ2012-004)		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
CHARITABLE CONTRIBUTIONS CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Name and Title of Signer (please print)

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR SUBSTANCE USE DISORDER SERVICES
ARBITRATION OR LITIGATION HISTORY FORM**

Name of Vendor: _____

Submit a summary of all claims and/or threatened or pending litigation made in the last five (5) years. Summary shall include all claims made through arbitration or litigation against Vendor by clients and against client by Vendor. Indicate final status of each claim. (Attach separate sheet if necessary)

Any claims which were resolved in favor of the Vendor in litigation or arbitration or which were settled without any payment by Vendor or its insurers shall not be counted as a claim.

- Check here if no claims have been made in the last five (5) years against Vendor.
- Check here if there are no threatened or pending litigation made in the last five (5) years against Vendor.

Complete the following if appropriate:

NAME: _____ CASE # _____

COURT LOCATION: _____

AMOUNT OF CLAIM: \$ _____

NATURE OF CLAIM: _____

FINAL STATUS: _____

NAME: _____ CASE # _____

COURT LOCATION: _____

AMOUNT OF CLAIM: \$ _____

NATURE OF CLAIM: _____

FINAL STATUS: _____

NAME: _____ CASE # _____

COURT LOCATION: _____

AMOUNT OF CLAIM: \$ _____

NATURE OF CLAIM: _____

FINAL STATUS: _____

NAME: _____ CASE # _____

COURT LOCATION: _____

AMOUNT OF CLAIM: \$ _____

NATURE OF CLAIM: _____

FINAL STATUS: _____

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

**ACCEPTANCE OF TERMS AND CONDITIONS
OF RFSQ AND MASTER AGREEMENT**

Vendor _____ hereby affirms that it understands
(Vendor's Legal Entity Name)

and agrees that a submission of a Statement of Qualification (SOQ) to this Request for Statement of Qualifications (RFSQ) constitutes acknowledgement and acceptance of, and a willingness to comply with all the terms and conditions contained in the RFSQ and the resultant Master Agreement.

Signature of Authorized Representative of Vendor

Date

Name & Position Title

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR SUBSTANCE USE DISORDER SERVICES
TRANSMITTAL FORM TO REQUEST
A SOLICITATION REQUIREMENTS REVIEW**

This Request for a Solicitation Requirements Review must be received by County of Los Angeles within 10 business days of issuance of the solicitation document.

Vendor Name:	Date of Request:
Project Title: RFSQ for Substance Use Disorder Services	Project No. SUD RFSQ 2012-004

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

The Vendor understands that this request must be received by the County on or before the date identified in RFSQ, Section 2.3 RFSQ Timetable.

For each area contested, following are the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name) _____ (Title) _____

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____ Reviewed by: _____ Results of Review - Comments: _____
--

Date Response sent to Vendor: _____

**LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

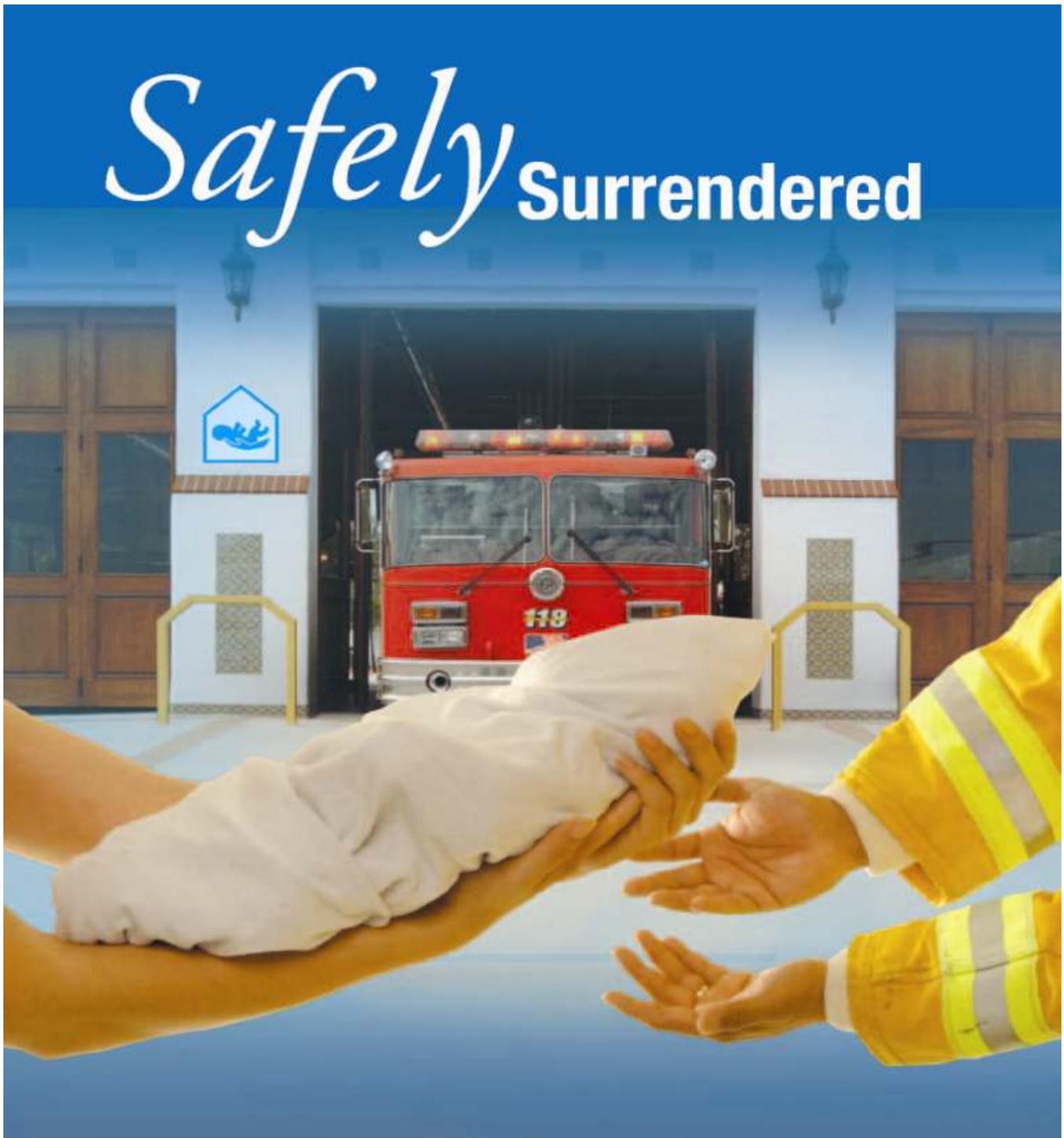
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)
Cat. No. 205991

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

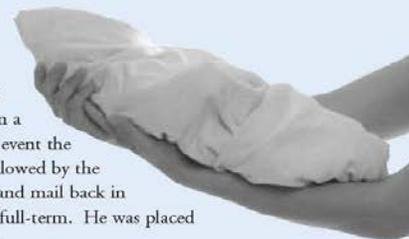
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**RFSQ FOR SUBSTANCE USE DISORDER SERVICES
COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "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 chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX H

MASTER AGREEMENT



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

_____ **DEPARTMENT**

**AND
(CONTRACTOR)
FOR
SUBSTANCE USE DISORDER SERVICES**

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

UNIQUE EXHIBITS

- H BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION (INTENTIONALLY OMITTED)
- I BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT) (INTENTIONALLY OMITTED, See Appendix H, Paragraph 9.5) (INTENTIONALLY OMITTED, See Appendix H, Paragraph 9.5)
- J SUBSEQUENT EXECUTED WORK ORDERS (not attached)
- K CHARITABLE CONTRIBUTIONS CERTIFICATION

MASTER AGREEMENT BETWEEN

COUNTY OF LOS ANGELES,

_____ **DEPARTMENT**

AND

FOR

_____ **SERVICES**

This Master Agreement and Exhibits made and entered into this ___ day of _____, 200_ by and between the County of Los Angeles, _____ Department hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide _____ Services.

RECITALS

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

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

WHEREAS, this Master Agreement is therefore authorized under California codes, Government Code Section 26227 which authorizes the Board of Supervisor to contract with private business when certain requirements are met; and

WHEREAS, the Contractor possesses the competence, expertise, facilities, and personnel to provide _____ Services for compensation; and

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

WHEREAS, the term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Intentionally Omitted
- 1.6 EXHIBIT F- Sample Master Agreement Work Order Format

1.7 EXHIBIT G- Forms Required at Completion of Each Work Order

Unique Exhibits:

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

1.9 EXHIBIT I - Business Associate under the Health Insurance Portability And Accountability Act Of 1996 and the Health Information Technology for Economic And Clinical Health Act (Intentionally Omitted, See Paragraph 9.5)

1.10 EXHIBIT J- Subsequent Executed Work Orders

1.11 EXHIBIT K- Charitable Contributions Certification

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

2.0 DEFINITIONS

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

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 County Master Agreement Program Director (MAPD): Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.4 County Project Director: Person designated by Director with authority to approve all Work Order solicitations and executions.

2.5 County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.6 County's Work Order Directors: Responsible for coordinating and monitoring the Work Order.

2.7 Day(s): Calendar day(s) unless otherwise specified.

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

3.0 WORK

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

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

- 3.4** County procedures for issuing and executing MAWOs are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5** Upon completion of evaluations, County shall execute the MAWO by and through the Department of Public Health staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order Solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWOs are awarded to some Master Agreement Qualified Contractors.
- 3.6** County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular work order as determined in the sole discretion of County's Project Director.
- 3.7** In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.59, Termination for Default.
- 3.8** Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the MAWO.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement term shall be for a period of XXXX (X) years, effective XXXX through XXXX, unless sooner extended or terminated, in whole or in part, as provided herein. At the conclusion of the six year, period, the County shall have the option to extend the term on a XXXX (X) month-to-month basis not to exceed, in aggregate, a

maximum total master agreement term of XXXX year, XXXX months. The XXXX (X) month-to-month extensions shall be exercised at the sole discretion of the Department.

- 4.2** Notwithstanding any other provisions of this Section 4.0, any Master Agreement Work Order (MAWO) issued hereunder prior to the expiration date of the Master Agreement which has a MAWO expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the MAWO expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such MAWO and shall not extend such date for any other purpose whatsoever, including issuing new Work Order Solicitations, MAWOs, and/or extending any MAWOs.
- 4.3** Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department of Public Health at the address herein provided in Exhibit A.
- 4.4** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5.0 CONTRACT SUM

- 5.1** Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to the Department of Public Health by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.

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

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

5.4 Invoices and Payments

5.4.1 Contractor shall invoice the County in arrears for providing the tasks, deliverables, services, and other work authorized pursuant to any Master Agreement Work Orders (MAWOs). Contractor shall separately invoice County for each MAWO either: (1) monthly, if performed on a Cost Reimbursement or time and materials basis, or (2) by deliverable, if performed on a fixed price per deliverable basis.

5.4.2 Payment for all work shall be either on a Cost Reimbursement, Time and Materials, or fixed price per deliverable basis, subject to the Total Maximum Amount specified in each MAWO less any amounts assessed in accordance with sub-paragraph 8.30, Liquidated Damages.

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

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

5.4.5 Invoice Content

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

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- County numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;

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

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

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

Cost Reimbursement:

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

5.4.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.4.7 While payments may be made in accordance with the fee-for-service rate(s) set out in the MAWOs attached hereto, Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the schedule(s), Contractor shall be reimbursed for the actual costs. In no event shall County be

required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

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

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

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

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

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

5.4.9 **Withholding Payment**

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

Subject to the Record Retention and Audits provision of this Master Agreement, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30)

calendar days' notice of deficiency(ies) in compliance with the terms of this Master Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

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

In addition to the four Subparagraphs immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly.

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

5.4.10 Fiscal Viability

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY COUNTY ADMINISTRATION

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

6.1 County's Master Agreement Program Director (MAPD)

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

6.2 County's Project Director

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

6.3 County's Work Order Director

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

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

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

6.4 County's Project Manager

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

- 7.5.2 If a member of Contractor's staff does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the master Agreement, the department may receive subsequent information criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately removed staff from performing services under the Master Agreement Work Order and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County Project Manager. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by

Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 The body of this Master Agreement (including any MAWOs), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Master Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Master Agreement which is formally approved and executed by the parties in the same manner as this Master Agreement.
- 8.1.2 The County's Board of Supervisors; Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, State and/or federal entity. To implement such changes, an Amendment to the Master Agreement shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

- 8.1.3 Notwithstanding Paragraph 8.1.1, in instances where the County's Board of Supervisors has delegated authority to the Director or his/her designee, at his/her discretion, to amend MAWO's to permit extensions or adjustments of the MAWO term; the rollover of unspent MAWO funds; and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable MAWO term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of the MAWO.
- 8.1.4 Notwithstanding Paragraph 8.1.1, in instances where the County's Board of Supervisors has delegated authority to the Director to amend a MAWO to permit modification to or within budget categories within each schedule, up to an adjustment between all budget categories equal to percent of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the MAWO's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of the MAWO.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or

legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 CONTRACTOR BUDGET AND EXPENDITURES REDUCTIONS FLEXIBILITY

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement or any portion thereof, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State,

and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of any MAWO via a written amendment to the MAWO.

8.6 COMPLAINTS

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

- 8.6.1 Within 30 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.6.2 The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.
- 8.6.3 The client and/or his/her authorized representative shall receive a copy of the procedure.
- 8.6.4 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.6.5 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.6.6 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.6.7 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 15 business days of receiving the complaint.
- 8.6.8 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.6.9 Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

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

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

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.9 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

8.9.2 Written Employee Jury Service Policy

- (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- (2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all

persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Master Agreement.

8.11 CONFLICT OF TERMS

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

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

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

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

If a Contractor is unionized, to the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Master Agreement, as well as, to vacancies that occur during the Master Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Master Agreement except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor are other service sites during the Master Agreement term.

8.13 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.13.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.14 CONSTRUCTION

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

8.15 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

8.16 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

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

8.16.2 Chapter 2.202 of the County Code

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

8.16.3 Non-responsible Contractor

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

8.16.4 Contractor Hearing Board

- (1) If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- (2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

- (3) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- (4) If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- (5) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- (6) The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

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

8.18.3 **Failure to Comply with County’s Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR’S WARRANTY

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

8.19 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.20 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.21 EMPLOYMENT ELIGIBILITY VERIFICATION

8.21.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien

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

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

8.22 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.23 FAIR LABOR STANDARDS

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

8.24 FISCAL DISCLOSURE

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Master Agreement a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total

dollar amount, and period of time of such funding. (2) If during the term of this Master Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

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

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

8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees,

costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles - Department of Public Health
Substance Abuse Prevention and Control
Contracts Division
Attention: Dorothy de Leon, Director

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

8.28.2 Additional Insured Status and Scope of Coverage

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

8.28.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive,

written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

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

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance shall be Primary

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

8.28.7 Waivers of Subrogation

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

8.28.8 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to

County, Contractor shall pay full compensation for all costs incurred by County.

8.28.9 Sub-Contractor Insurance Coverage Requirements

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

8.28.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.28.11 Claims Made Coverage

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

8.28.12 Application of Excess Liability Coverage

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

8.28.13 Separation of Insureds

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

8.28.14 Alternative Risk Financing Programs

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

8.28.15 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability Insurance

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

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

8.29.2 Automobile Liability insurance

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

8.29.3 Workers Compensation and Employers' Liability

Workers' Compensation and Employers' Liability Insurance or qualified self-insurance satisfying statutory requirements, which include Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County

will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy coverage that protects against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

- **Miscellaneous Coverage**

Garage, Builder's Risk, Installation Floater, Owners and Contractors Protective Liability, Pollution (Environmental) Liability, Asbestos Liability, Railroad Protective Liability, Earthquake, Flood, Terrorism, Motor Truck Cargo Liability, Equipment Breakdown, Aircraft Liability, Marine Protection and Indemnity, Fine Art, Fiduciary.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES

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

8.31 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

- (1) Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;

- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the work order; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

8.32 MOST FAVORED PUBLIC ENTITY

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

8.33 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.34 NONDISCRIMINATION IN SERVICES

8.34.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from

others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

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

8.35 NONDISCRIMINATION IN EMPLOYMENT

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

orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

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

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

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

8.36 NON EXCLUSIVITY

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

8.37 NOTICE OF DELAYS

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

8.38 NOTICE OF DISPUTES

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

8.39 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.40 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

8.41 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 8.41.1 Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Master Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.
- 8.41.2 Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 8.41.3 With respect to any such items which come into existence after the commencement date of the Master Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.
- 8.41.4 During the term of this Master Agreement and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 8.41.5 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 8.41.6 If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items developed under this Master Agreement. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Master Agreement: "© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved."

Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Master Agreement or for unrelated purposes, without first obtaining the express written consent of County.

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

8.42 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.43 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

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

8.44 PUBLIC RECORDS ACT

8.44.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those

so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.45 PUBLICITY

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

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

8.46 PURCHASES

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

- 8.46.2 Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Master Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Master Agreement, the discontinuance of the business of Contractor, the failure of

Contractor to comply with any of the provisions of this Master Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

- 8.46.3 Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.
- 8.46.4 Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.
- 8.46.5 Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Master Agreement, or upon the expiration or earlier termination of this Master Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

8.47 REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

8.47.1 Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Master Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

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

appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

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

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

- 8.47.2 Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Master Agreement. If during the term of this Master Agreement the Contractor's ownership of other businesses dealing with Contractor under this Master Agreement changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

8.48 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

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

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

Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Master Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

- 8.48.3 Preservation of Records: If following termination of this Master Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.
- 8.48.4 Audit Reports: In the event that an audit of any or all aspects of this Master Agreement is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Master Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).
- 8.48.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal

Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

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

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

8.48.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

8.48.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this

Master Agreement and subsequent MAWOs and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

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

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

8.48.8 Audit Settlements:

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

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

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within thirty (30) calendar days of termination of the contract period, 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 Obligation.
- (4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.
- (5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

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

8.49 RECYCLED BOND PAPER

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

8.50 REPORTS

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Master Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide

Contractor with a written explanation of the procedures for reporting the information required.

8.51 RULES AND REGULATIONS

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

8.52 SERVICE DELIVERY SITE – MAINTENANCE STANDARDS

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

8.53 SOLICITATION OF BIDS OR PROPOSALS

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

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

8.54 STAFFING AND TRAINING/STAFF DEVELOPMENT

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Master Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Master Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Master Agreement.

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

8.55 SUBCONTRACTING

8.55.1 For purposes of this Master Agreement, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

- (1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

- (5) Any other information and/or certification(s) requested by Director.
- 8.55.2 Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- 8.55.3 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Master Agreement.
- 8.55.4 In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.
- 8.55.5 In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- 8.55.6 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.55.7 Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, and CONFLICT OF TERMS paragraphs of the body of this Master Agreement, and all of the provisions of the resulting MAWOs.

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

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.18 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.59 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.57 TERMINATION FOR CONVENIENCE

The performance of services under this Master Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Master Agreement is terminated and the date upon which such termination becomes effective.

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

8.57.1 Stop services under this Master Agreement on the date and to the extent specified in such Notice of Termination; and

8.57.2 Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

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

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

8.58 TERMINATION FOR DEFAULT

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

- 8.58.1 If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Master Agreement or any extension thereof as County may authorize in writing; or
- 8.58.2 If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Master Agreement, or so fails to make progress as to endanger performance of this Master Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Master Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

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

8.59 TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION

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

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

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

8.60 TERMINATION FOR INSOLVENCY

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

- 8.60.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;
- 8.60.2 The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- 8.60.3 The appointment of a Receiver or Trustee for Contractor;
- 8.60.4 The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Master Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so

terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

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

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

8.62 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.63 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

8.63.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to

obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

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

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

8.64 UNLAWFUL SOLICITATION

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

8.65 VALIDITY

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

8.66 WAIVER

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

8.67 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in this Paragraph 8.68 "Warranty of Compliance with County's

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH COUNTY’S CHILD WELLNESS POLICY

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

9.2 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.3 CONTRACTOR’S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

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

a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

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

9.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

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

9.5 CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

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

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health

Insurance Reform: Security Standards (“the Security Regulations”) at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the “Privacy and Security Regulations”). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate (“Business Associate Agreement”) in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

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

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

Therefore, the parties agree as follows:

9.5.1 DEFINITIONS

- (1) "Breach" has the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- (2) “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.
- (3) “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- (4) “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media

include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

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

Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

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

9.5.2 OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Master Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - i. Use Protected Health Information; and
 - ii. Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

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

(3) Adequate Safeguards for Protected Health Information.
Business Associate:

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

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate:

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who

is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.
- b. Written Report. Except as provided in Section B (4) c. The initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:
 - (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth,

home address, account number, diagnosis, disability code, or other types of information were involved);

- (c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- (5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business

Associate in violation of the requirements of this Business Associate Agreement.

- (6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach.
 - b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business

Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- (7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- (8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- (9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- (10) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- (11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees),

arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

9.5.3 OBLIGATION OF COVERED ENTITY

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

9.5.4 TERM AND TERMINATION

- (1) Term. The term of this Business Associate Agreement shall be the same as the term of this Master Agreement. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Master Agreement.
- (2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Master Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
 - a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Master Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - b. Immediately terminate this Master Agreement if a party has breached a material term of this Master Agreement and cure is not possible; or
 - c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- (3) Disposition of Protected Health Information Upon Termination or Expiration.
 - a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Master Agreement, Business Associate shall return or

destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

9.5.5 MISCELLANEOUS

- (1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- (2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- (3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Master Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Master Agreement.
- (4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or

Security Regulations means the section as in effect or as amended.

- (5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- (6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

9.6 LIQUIDATED DAMAGES

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

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for

liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.6.3 The action noted in sub-paragraph 9.6 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

9.6.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or 9.6.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

9.7 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

(1) Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- (2) Replace the questioned equipment, part, or software product with a non-questioned item; or
- (3) Modify the questioned equipment, part, or software so that it is free of claims.

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

9.8 AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM (LACPRS)

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

9.9 PERFORMANCE BENCHMARKS AND DASHBOARDS

- A. Contractor performance for services provided under this Contract shall be measured against County Benchmarks. County will regularly provide to Contractors a report of their performance and the corresponding benchmarks through SAPC Dashboards, which shall be made public and posted on the SAPC website. Dashboards are used to gauge Contractors' performance and progress towards meeting established benchmarks, and Contractors shall be responsible for reviewing the Dashboard and ensuring they meet the established benchmarks.
- B. For purposes of measuring Contractor's performance, the following shall apply:
 - a) Contractor is required to meet the County Benchmark in the selected areas identified by SAPC through directive(s).
 - b) If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30), then Contractor shall develop a performance improvement plan. When an

improvement plan must be completed, it shall be submitted to SAPC Director or his designee, by no later than September 15 of the next fiscal year.

- c) In addition to providing a performance improvement plan, Contractors that fall below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, shall also participate in a process improvement activity that addresses the benchmark requiring improvement. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or his designee.

9.10 PARTICIPANT RECORDS

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

10.0 CONTRACTOR'S OFFICE

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

11.0 NOTICES

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

11.1 Notices to County shall be addressed as follows:

11.1.1 Department of Public Health
Program Name

Division
Address Line 1
Address Line 2
Attention: Project Director

11.1.2 Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief

11.2 Notices to Contractor shall be addressed as follows:

11.2.1 _____

Attention: _____

AUTHORIZATION OF MASTER AGREEMENT FOR
_____ SERVICES

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

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

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

APPROVED AS TO CONTRACT ADMINISTRATION:
Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**MASTER AGREEMENT FOR
SUBSTANCE USE DISORDER SERVICES**

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY WORK ORDER DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____ R NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S EEO CERTIFICATION

Intentionally Omitted, See Appendix A, Exhibit 4

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Intentionally Omitted, See RFSQ, Appendix G

SAFELY SURRENDERED BABY LAW

Intentionally Omitted, See RFSQ, Appendix E

SAMPLE
MASTER AGREEMENT WORK ORDER FORMAT

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL
MASTER AGREEMENT WORK ORDER

Master Agreement Number: _____

Work Order Number: _____

**COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL**

**MASTER AGREEMENT WORK ORDER
FOR
SUBSTANCE USE DISORDER SERVICES**

"CONTRACTOR"

This Master Agreement Work Order and Attachments made and entered into this _____ day of _____, 20__ by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as County and CONTRACTOR, hereinafter referred to as Contractor. Contractor is located at ADDRESS.

RECITALS

WHEREAS, on _____, 2012 the County of Los Angeles and CONTRACTOR NAME, entered into Master Agreement Number _____ to provide substance abuse disorder services for the Department of Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation No. _____ released by the County for substance abuse disorder services personnel services; and

WHEREAS, on _____ the County and Contractor, entered into a Master Agreement Work Order Number _____ to provide substance use disorder services under service modality number 1: Alcohol and Drug Free Living Center; and

WHEREAS, all terms of the Master Agreement _____ shall remain in full force and effect; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Attachments:

- Attachment A - Statement of Work (to be attached in final MAWO)
- Attachment B - Goals and Objectives (to be attached in final MAWO)
- Attachment C - Fee Schedule (to be attached in final MAWO)

2.0 WORK

2.1 Pursuant to the provisions of this work order, the Contractor shall 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, Goals and Objectives, and shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this work order.

2.2 Depending on the modalities offered by Contractor, and to the extent allowable under the program and/or funding requirements, Contractor shall be responsible for stepping down or stepping up participants from one level of treatment to another based on clinical assessment. To implement such changes, an Administrative Amendment to the MAWO shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

2.3 Following is a list of the service modalities:

- Outpatient Counseling Services
- Day Care Habilitative Services
- Outpatient Narcotic Treatment Program Services
- Alcohol and Drug Free Living Centers (ADFLC)
- Residential Treatment Services
- Medication Assisted Treatment
- Residential Detoxification Services

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence on _____ and continue in full force and effect through _____, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT RATES

Contractor shall provide substance abuse disorder services at the specified rates in Attachment C- Fee Schedule.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for 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 ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions.

6.0 FUNDING SOURCE

Provision of services under this MAWO for PROJECT TITLE is 100 percent offset by e.g. Notice of Award Number XXXX-0.

7.0 MAXIMUM TOTAL COST AND PAYMENT

7.1 The Maximum Total Cost that County will pay Contractor for all Services to be provided under this MAWO for _____ shall not exceed the amount of- _____ Dollars (\$\$\$) for the period of performance commencing Date of Execution through _____ unless otherwise revised or amended under the terms of this MAWO.

7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Fee Schedule attached hereto and incorporated herein by reference.

7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work, notwithstanding the fact that total payment from County shall 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.

- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or her designee; no later than thirty (30) calendar days after month end.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within thirty (30) calendar days, 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 Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 Contractor may request Director to modify the project budget. These requests will be reviewed and considered for approval if the Director determines that the requests are programmatically sound, fiscally appropriate, and in accordance to Master Agreement, Paragraph 8.1 Amendments. Additional budget modification instructions may be provided by County. The budget may only be modified after Contractor obtains the prior written approval of the Director. Retroactive budget modifications are not permitted. No modification shall increase the maximum total cost that County pays to Contractor as provided in Paragraph 7.1. Contractor may submit budget modification requests that seek to move funds within and between any budget categories. All budget modifications shall be incorporated into this MAWO by a written Change Notice executed by Contractor and the Director or designee.

8.0 CONFLICT OF INTEREST

- 8.1 No County employee whose position with the County enables such employee to influence the award of this MAWO or any competing Work Order, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Work Order. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work. Each of Contractor's Temporary Personnel staff assigned to this Work Order shall sign Attachment D, Certification of No Conflict of Interest form.
- 8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO. The Contractor warrants that it is not now aware of any facts that create a conflict of

interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all personal implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of the Master Agreement.

9.0 MANDATORY COMPLETION DATE

Contractor shall provide all deliverables no later than the Completion Date identified in the Statement of Work-Goals and Objectives, Attachment B. The Contractor shall ensure all Services have been performed by such date.

10.0 SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

11.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the Substance Abuse Prevention and Control Master Audit Program; County Standard Terms and Conditions; Paragraph 13, Performance Benchmarks and Dashboards; Paragraph 12.0 of this Statement of Work, Quality Control; and the following additional requirements.

a) Regular Meetings

Contractor is required to attend the scheduled regular meetings set up by SAPC's Program Manager or designee.

b) County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

12.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the designated County Contract Program Auditor for review. The plan shall include, but may not be limited to the following:

- 12.1. Method of monitoring to ensure that Contract requirements are being met;
- 12.2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

13.0 SPECIFIC WORK AND PERFORMANCE REQUIREMENTS

- 13.1 Contractor shall adhere to all work and performance requirements as listed in the following SAPC documents:
 - a. Specific Services to be Provided, as described in Exhibit C.1 of this Contract;
 - b. Standards of Care and Staffing, as described in Exhibit B.1 of this Contract;
 - c. Any and all procedures formulated and adopted by Contractor, and approved by SAPC Director;
 - d. Performance Requirements, Treatment Matrix, or other program requirements set forth by SAPC.

13.2 Evidence-based Practices

- a) Contractor is required to select interventions, services, activities, and/or programs that have been adequately substantiated by evidence/research to impact substance use and related outcomes. This includes 1) evidence-based programs or curricula (where applicable, specific to gender, age, or other groups) categorized under substance abuse treatment or co-occurring substance abuse/mental health disorders on the National Registry of Evidence-based Programs and Practices; and 2) where the program or curricula is not a recognized best practice/model program (as described in one above), substantiated results of an evaluation/research conducted by an evaluator independent of the proposer that documents the ability of the program/curricula to achieve the intended outcomes.

- b) Failure to incorporate evidence-based practices in the agency's curriculum may constitute a breach of contract, and may result in a funding reduction up to and including agreement termination.

14.0 EVALUATION OF SERVICES

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

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

Contractor will participate in the Los Angeles County Evaluation System (LACES) or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting, standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall constitute a material breach of contract and this Contract may be terminated by County.

15.0 EMERGENCY MEDICAL TREATMENT (FOR RESIDENTIAL SERVICES ONLY)

Participants treated hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to County nor reimbursable to Contractor hereunder. Contractor shall have a current written agreement(s) with a licensed medical facility(ies) within the community for provision of

emergency services as appropriate. Copy(ies) of such written agreement(s) shall be sent to SAPC within thirty (30) calendar days of any changes of licensed medical facility.

16.0 STAFFING

Contractor shall operate continuously throughout the term of this Master Agreement with at least the minimum number of staff prescribed by applicable State laws and regulations and with the number of staff identified in Contractor's budget as presented to County during the development and negotiation of this Master Agreement. Such personnel shall be qualified in accordance with all applicable State and County code requirements. Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the Statement(s) of Work (SOW) incorporated in the MAWO.

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.

During the term of this Master Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary and experience who are providing services hereunder. If an executive director, program director, assistant director, or equivalent position becomes vacant during the term of this Master Agreement, Contractor shall, prior to filling said vacancy, notify the Director about Contractor's plans to fill the vacancy and document that prospective candidates meet the minimum qualifications for vacant positions.

Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Master Agreement. Contractor shall be responsible for the training of appropriate employees concerning applicable federal, State and County laws, regulations, guidelines, directives and administrative procedures. Contractor shall institute and maintain a training program, approved by the Director, in which all personnel will participate.

Contractor shall provide appropriate training/staff development for its administrative, prevention/treatment, and support personnel. Participation of administrative, prevention/treatment, and support personnel in training/staff development should include in-service activities, such as nuisance abatement strategies for prevention staff and case conferences for treatment staff; which shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of all such training/staff development programs.

Contractor shall provide each administrative (i.e., management) and service employees (i.e., prevention/treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Contract period. For treatment staff, training received through State - approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. For prevention staff, training on the Strategic Prevention Framework, CalOMS Prevention, environmental prevention strategies, and other evidence-based prevention strategies that can enhance the quality of prevention services shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Contract period of less than a full fiscal year. All training received during the term of this Master Agreement shall be included in the personnel file of all administrative and service staff employed by Contractor.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

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

- A. Detoxification and Residential Services: If detoxification or residential services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct services hereunder, obtain and maintain in effect during the term of this Master Agreement, all CPR and FA certificates which are applicable to their performance hereunder.

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

- B. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

- (1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background through the Department of Justice and Federal Bureau of Investigation prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., 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 the County's Department of Public Health ("DPH") and, if the youth program is funded by the Probation Department, by Probation Department.. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person. Contractor must monitor for subsequent notifications from the Department of Justice regarding employee convictions or arrests to maintain compliance with the aforementioned fingerprint requirements.
 - (2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.
 - (3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.
 - (4) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.
- C. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.
- D. Contractor shall designate at least one employee as "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).

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER 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.

COUNTY OF LOS ANGELES

By: _____
Jonathan E. Freedman
Chief Deputy Director

Date: _____

By: _____
CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY
COUNSEL

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

- G1 Contractor Acknowledgment and Confidentiality Agreement

- G2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Master Agreement No. _____
Work Order No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract 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 contract.

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 contract. 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 contract 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 contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

SIGNATURE: _____ DATE: / /

PRINTED NAME: _____

POSITION: _____

**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 Sample Contract attached to the Request for Proposals, 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)**

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 Request for Proposals.

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

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Intentionally Omitted, See Appendix I of RFSQ

**BUSINESS ASSOCIATE
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Intentionally Omitted,
See Appendix H, Master Agreement, Paragraph 9.5

SUBSEQUENT EXECUTED WORK ORDERS

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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 Provider 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 Providers who engage in charitable contributions activities. Each Provider, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://ag.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 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://ag.ca.gov/charities/statutes.php>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the California Association of Nonprofits, <http://www.canonprofits.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 I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organization

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations
- 2.206.020 Definitions
- 2.206.030 Applicability
- 2.206.040 Required solicitation and contract language
- 2.206.050 Administration and compliance certification
- 2.206.060 Exclusions/Exemptions
- 2.206.070 Enforcement and remedies
- 2.206.080 Severability

2.206.010. Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020. Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030. Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040. Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050. Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060. Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070. Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)