

APPENDIX C  
**MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**CONTRACTOR'S NAME**

**FOR**

**SUPPORTIVE AND/OR HOUSING SERVICES**

MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS

| PARAGRAPH | TITLE                                                                                                                                                 | PAGE |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 1.0       | APPLICABLE DOCUMENTS .....                                                                                                                            | 2    |
| 2.0       | DEFINITIONS .....                                                                                                                                     | 2    |
| 3.0       | WORK .....                                                                                                                                            | 4    |
| 4.0       | TERM OF MASTER AGREEMENT .....                                                                                                                        | 4    |
| 5.0       | MASTER AGREEMENT SUM .....                                                                                                                            | 5    |
| 6.0       | ADMINISTRATION OF MASTER AGREEMENT – COUNTY .....                                                                                                     | 7    |
| 6.1       | COUNTY’S MASTER AGREEMENT PROJECT DIRECTOR (MAPD) .....                                                                                               | 7    |
| 6.2       | COUNTY’S PROGRAM MANAGER.....                                                                                                                         | 7    |
| 7.0       | ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR .....                                                                                                 | 8    |
| 7.1       | CONTRACTOR’S PROJECT MANAGER AND CONTRACTOR’S WORK<br>ORDER PROGRAM MANAGER .....                                                                     | 8    |
| 7.2       | CONTRACTOR’S AUTHORIZED OFFICIAL(S) .....                                                                                                             | 8    |
| 7.3       | APPROVAL OF CONTRACTOR’S STAFF .....                                                                                                                  | 8    |
| 7.4       | CONTRACTOR’S STAFF IDENTIFICATION .....                                                                                                               | 9    |
| 7.5       | BACKGROUND AND SECURITY INVESTIGATIONS .....                                                                                                          | 9    |
| 7.6       | CONFIDENTIALITY .....                                                                                                                                 | 9    |
| 7.7       | MEDICAL HEALTH SCREENING .....                                                                                                                        | 11   |
| 7.8       | STAFF PERFORMANCE UNDER THE INFLUENCE .....                                                                                                           | 11   |
| 8.0       | STANDARD TERMS AND CONDITIONS .....                                                                                                                   | 11   |
| 8.1       | AMENDMENTS .....                                                                                                                                      | 11   |
| 8.2       | ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.....                                                                                                | 12   |
| 8.3       | AUTHORIZATION WARRANTY .....                                                                                                                          | 13   |
| 8.4       | CERTIFICATION REGARDING DEBARMENT, SUSPENSION,<br>INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER<br>COVERED TRANSACTIONS (2 C.F.R. PART 376)..... | 13   |
| 8.5       | INTENTIONALLY OMITTED .....                                                                                                                           | 13   |
| 8.6       | COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.....                                                                                           | 14   |
| 8.7       | COMPLIANCE WITH CIVIL RIGHTS LAWS .....                                                                                                               | 15   |
| 8.8       | ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS .....                                                                                                 | 16   |
| 8.9       | COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM.....                                                                                                    | 18   |
| 8.10      | CONFLICT OF INTEREST .....                                                                                                                            | 19   |
| 8.11      | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR<br>LAYOFF/OR RE-EMPLOYMENT LIST .....                                                           | 20   |
| 8.12      | CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....                                                                                                   | 20   |
| 8.13      | CONTRACTOR RESPONSIBILITY AND DEBARMENT .....                                                                                                         | 20   |
| 8.14      | CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT<br>TO THE SAFELY SURRENDERED BABY LAW .....                                                       | 23   |
| 8.15      | CONTRACTOR’S EXCLUSION FROM PARTICIPATING IN A FEDERALLY<br>FUNDED PROGRAM .....                                                                      | 23   |

MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS

| PARAGRAPH | TITLE                                                                                                                 | PAGE |
|-----------|-----------------------------------------------------------------------------------------------------------------------|------|
| 8.16      | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....                                 | 24   |
| 8.17      | CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....                       | 24   |
| 8.18      | COUNTY'S QUALITY ASSURANCE PLAN .....                                                                                 | 24   |
| 8.19      | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....                                                               | 25   |
| 8.20      | EMPLOYMENT ELIGIBILITY VERIFICATION .....                                                                             | 25   |
| 8.21      | FACSIMILE REPRESENTATIONS .....                                                                                       | 26   |
| 8.22      | FAIR LABOR STANDARDS .....                                                                                            | 26   |
| 8.23      | FEDERAL ACCESS TO RECORDS.....                                                                                        | 26   |
| 8.24      | CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER .....                                                          | 26   |
| 8.25      | GOVERNING LAW, JURISDICTION, AND VENUE .....                                                                          | 27   |
| 8.26      | INTENTIONALLY OMITTED .....                                                                                           | 27   |
| 8.27      | INDEPENDENT CONTRACTOR STATUS .....                                                                                   | 27   |
| 8.28      | INDEMNIFICATION .....                                                                                                 | 28   |
| 8.29      | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....                                                                   | 28   |
| 8.30      | INSURANCE COVERAGE .....                                                                                              | 32   |
| 8.31      | LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....                                               | 34   |
| 8.32      | INTENTIONALLY OMITTED .....                                                                                           | 34   |
| 8.33      | INTENTIONALLY OMITTED .....                                                                                           | 34   |
| 8.34      | NON EXCLUSIVITY.....                                                                                                  | 34   |
| 8.35      | NOTICE OF DELAYS .....                                                                                                | 34   |
| 8.36      | NOTICE OF DISPUTES.....                                                                                               | 34   |
| 8.37      | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....                                                  | 35   |
| 8.38      | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....                                                    | 35   |
| 8.39      | NOTICES .....                                                                                                         | 35   |
| 8.40      | INTENTIONALLY OMITTED .....                                                                                           | 35   |
| 8.41      | PUBLIC RECORDS ACT .....                                                                                              | 35   |
| 8.42      | PUBLICITY .....                                                                                                       | 36   |
| 8.43      | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....                                                                | 37   |
| 8.44      | RECYCLED BOND PAPER.....                                                                                              | 38   |
| 8.45      | RESTRICTIONS ON LOBBYING .....                                                                                        | 38   |
| 8.46      | SUBCONTRACTING .....                                                                                                  | 38   |
| 8.47      | SURVIVAL .....                                                                                                        | 39   |
| 8.48      | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....        | 41   |
| 8.49      | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 41   |
| 8.50      | TERMINATION FOR CONVENIENCE .....                                                                                     | 41   |

# MASTER AGREEMENT PROVISIONS TABLE OF CONTENTS

| PARAGRAPH | TITLE                                                                       | PAGE |
|-----------|-----------------------------------------------------------------------------|------|
| 8.51      | TERMINATION FOR DEFAULT .....                                               | 42   |
| 8.52      | TERMINATION FOR IMPROPER CONSIDERATION .....                                | 43   |
| 8.53      | TERMINATION FOR INSOLVENCY .....                                            | 44   |
| 8.54      | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST<br>ORDINANCE .....         | 44   |
| 8.55      | TERMINATION FOR NON-APPROPRIATION OF FUNDS .....                            | 45   |
| 8.56      | TIME OFF FOR VOTING .....                                                   | 45   |
| 8.57      | UNLAWFUL SOLICITATION .....                                                 | 45   |
| 8.58      | VALIDITY .....                                                              | 45   |
| 8.59      | WAIVER.....                                                                 | 46   |
| 8.60      | WARRANTY AGAINST CONTINGENT FEES .....                                      | 46   |
| 8.61      | COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON<br>HUMAN TRAFFICKING..... | 46   |
| 8.62      | COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES.....                       | 47   |
| 8.63      | COMPLIANCE WITH THE COUNTY POLICY OF EQUITY .....                           | 47   |
| 8.64      | PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S) ..                 | 47   |
| 8.65      | INJURY AND ILLNESS PREVENTION PROGRAM (IIPP) .....                          | 47   |
| 9.0       | UNIQUE TERMS AND CONDITIONS .....                                           | 48   |
| 9.1       | LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE<br>PROGRAM .....          | 48   |
| 9.2       | SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM .....                             | 49   |
| 9.3       | DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE<br>PROGRAM .....     | 50   |
| 9.4       | CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....                         | 51   |
| 9.5       | NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT..                    | 51   |
| 9.6       | REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE .....                    | 51   |
|           | SIGNATURE PAGE.....                                                         | 53   |

**MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

**STANDARD EXHIBITS**

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C SAFELY SURRENDERED BABY LAW**

**UNIQUE EXHIBITS**

- D CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**
- E SUBSEQUENT EXECUTED WORK ORDERS (not attached)**
- F CHARITABLE CONTRIBUTIONS CERTIFICATION**
- G MEDICAL HEALTH SCREENING**

**MASTER AGREEMENT BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND  
CONTRACTOR'S NAME  
FOR  
SUPPORTIVE AND/OR HOUSING SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of Month, 2023 by and between the County of Los Angeles hereinafter referred to as County and **CONTRACTOR'S NAME** hereinafter referred to as Contractor. **CONTRACTOR'S NAME** is located at **CONTRACTOR'S ADDRESS**.

**RECITALS**

WHEREAS, the County may contract with private businesses for Supportive and/or Housing Services when certain requirements are met; and

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

WHEREAS, on June 19, 2012, the County's Board of Supervisors delegated authority to the Director of Health Services, or designee, to execute Supportive and/or Housing Services Master Agreements with qualified vendors, with provisions for five-year extension options through June 30, 2027; and

WHEREAS, the Contractor is a private firm specializing in providing Supportive and/or Housing Services; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Master Agreement, and consistent with the professional standard of care for these services; 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, E, F, and G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

### **Standard Exhibits:**

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Safely Surrendered Baby Law

### **Unique Exhibits:**

- 1.4 EXHIBIT D - Contractor Acknowledgement and Confidentiality Agreement
- 1.5 EXHIBIT E - Subsequent Executed Work Orders
- 1.6 EXHIBIT F - Charitable Contributions Certification
- 1.7 EXHIBIT G - Medical Health Screening

Notwithstanding the foregoing order of precedence and solely with respect to the Statement of Work described under a fully executed Work Order, such Work Order will take precedence solely with respect to obligations designated as subject to change via Work Order in this Master Agreement. This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 – Amendments and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement, and whose evidence of

insurance requirements have all been received by the County and are valid and in effect at the time of the Work Order award.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Contractor's Work Order Program Manager:** The individual designated by the Contractor as the chief contact person with respect to the day-to-day administration of the Work Order.
- 2.4 County's Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order executions.
- 2.5 County's Program Manager:** The County person designated as chief contact person with respect to the day-to-day administration of a Work Order executed under the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 DHS:** Department of Health Services
- 2.8 Director:** Director of DHS or authorized designee.
- 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 the 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 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with DHS.
- 2.12 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks

and/or provision of deliverables as described in a specification or a Statement of Work. No work will be performed by the Contractors except in accordance with an executed Work Order.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each Work Order will include an attached Statement of Work, which will describe in detail the particular project and the work required for the performance thereof.
- 3.3** If the Contractor provides any task, deliverable, service, or other work to the 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 will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County.
- 3.4** Upon determination by the County to issue a Work Order solicitation, the County will issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted must submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
- 3.5** Upon completion of reviews, the County will execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies response review criteria other than lowest price. It is understood by the Contractor that the County's competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.6** The County reserves the right to execute a direct award Work Order without a Work Order Solicitation if it is in the best interest of the County.

### **4.0 TERM OF MASTER AGREEMENT**

- 4.1** This Master Agreement is effective upon execution, and will expire on June 30, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.

- 4.2** The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3** The Contractor must notify the County when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County at the address herein provided in Exhibit A - County's Administration.

## **5.0 MASTER AGREEMENT SUM**

- 5.1** The Contractor will not be entitled to any payment by the 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 the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in its approved budget. 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 Master Agreement Sum.
- 5.2** The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of 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, will occur only with the County's express prior written approval.
- 5.3 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT**

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

## **5.4 INVOICES AND PAYMENTS**

- 5.4.1 The Contractor's payment process will be specified in the executed Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment will be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices must be priced in accordance with the executed Work Order.
- 5.4.3 The Contractor's invoices must contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor must submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service unless other such invoicing due date is specified in the Work Order.
- 5.4.5 All invoices under this Master Agreement must be submitted to the address identified in the Work Order.
- 5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager or designated alternate prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**The following Sub-paragraph 5.4.7 will only apply to Certified Local SBEs.**

### **5.4.7 Local Small Business Enterprises (SBE) – 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.

## **5.5 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER**

- 5.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an

alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.5.4 At any time during the duration of this Master Agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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

### **COUNTY ADMINISTRATION**

The Director will have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 COUNTY’S MASTER AGREEMENT PROJECT DIRECTOR (MAPD)**

The County’s MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and the Contractor. In addition, the County’s MAPD is the approving authority for individual Work Order executions.

#### **6.2 COUNTY’S PROGRAM MANAGER**

The County’s Program Manager will be identified in the executed Work Order and is the County’s chief contact person with respect to the day-to-day administration of the specific Work Order.

The County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.

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

### **7.1 CONTRACTOR'S PROJECT MANAGER AND CONTRACTOR'S WORK ORDER PROGRAM MANAGER**

7.1.1 The Contractor's Project Manager is designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name or contact information of the Contractor's Project Manager within five (5) business days. The Contractor's Project Manager will be responsible for the Contractor's activities as applicable to this Master Agreement.

7.1.2 The Contractor's Work Order Program Manager will be identified in the executed Work Order and is the Contractor's chief contact person with respect to the day-to-day administration of the specific Work Order. The Contractor's Work Order Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the Contractor in any respect whatsoever.

### **7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

7.2.1 The Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. The Contractor must notify the County in writing of any change in the name(s) or contact information of the Contractor's Authorized Official(s) within five (5) business days of such change.

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

### **7.3 APPROVAL OF CONTRACTOR'S STAFF**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

#### **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

The Contractor will provide, at the 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 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County will use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.

7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Subparagraph 7.5, will not relieve the 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 The Contractor must maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, 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 Furthermore, the Contractor must: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this

Master Agreement, any such records or information to any person or organization other than the County without prior written notice to the County of Contractor's intent to disclosure records. ; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to the County or maintain such records and information in accordance with the written procedures that may be provided or made available to the Contractor by the County for this purpose.

- 7.6.3 The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.4 The Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.6.5 The Contractor must sign and adhere to the provisions of the Exhibit D – Contractor Acknowledgement and Confidentiality Agreement on the behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

## **7.7 MEDICAL HEALTH SCREENING**

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor's staff must have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit G – Medical Health Screening. The cost of the Medical Health Screening will be at the expense of the Contractor.

## **7.8 STAFF PERFORMANCE UNDER THE INFLUENCE**

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

# **8.0 STANDARD TERMS AND CONDITIONS**

## **8.1 AMENDMENTS**

8.1.1 For any change which affects a Work Order or any term or condition included in this Master Agreement, an Amendment/Administrative Amendments to either a Work Order or the Master Agreement will be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

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

8.1.3 The Director of DHS, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions

in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement must be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer or delegate its rights or duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Sub-paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the 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 the County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 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 the County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)**

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor must immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision will constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

### **8.5 INTENTIONALLY OMITTED**

## **8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS**

8.6.1 In the performance of this Master Agreement, the Contractor must comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, 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 the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

### **8.6.3 Facilities Rules and Regulations**

During the time that the Contractor's agents, employees, or subcontractors are at a facility, the Contractor and such persons will be subject to the rules and regulations of that facility. Facility's Administrator will furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, will furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all

persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

#### **8.6.4 County Data Maintenance, Management, and Sharing Directives**

The County may from time to time, issue directives regarding County standards and procedures concerning the manner in which Contractors are to maintain, manage and/or share data. Contractor agrees that it must comply with such County directives unless Contractor demonstrates compliance would be unduly burdensome, as solely determined by the County. County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement, for Contractor's failure to comply with its directives issued pursuant to this section.

### **8.7 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County each of the following:

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

## **8.8 ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.8.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.2 The Contractor certifies to the County each of the following:
1. That contractor has a written policy statement prohibiting discrimination in all phases of employment.
  2. That contractor periodically conducts a self-analysis or utilization analysis of its work force.
  3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
  4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.8.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies must comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical

condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.8.6 The Contractor must allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations must constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

**8.8.9 Anti-discrimination in Services:**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-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 any service provided through this Master Agreement; providing any service or benefit to a 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. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

## **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](#).

### **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 must have and adhere to a written policy that provides that its Employees will 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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the 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 the Contractor uses any subcontractor to perform services for the County under the Master

Agreement, the subcontractor will also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the 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, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. The 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, the County may, in its sole discretion, terminate the Master Agreement and/or bar the 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 or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by 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 will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.10.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.10 will be a material breach of this Master Agreement.

#### **8.11 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 must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

#### **8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) 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 will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors must report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates.

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

#### **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.13.1 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.

### **8.13.2 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 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.

### **8.13.3 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.

### **8.13.4 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
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. The Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms will also apply to Subcontractors of County Contractors.

#### **8.14 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 Contractor, and its subcontractors, can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.15.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors 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, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 The Contractor must indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

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

## **8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will 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 will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## **8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.17.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.
- 8.17.2 Unless the Contractor qualifies for an exemption or exclusion, the 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 Code Chapter 2.206.

## **8.18 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in

jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board 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.

## **8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.19.1 Unless otherwise set forth in a Work Order, the Contractor will repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.19.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs must be repaid by the Contractor by cash payment upon demand.
- 8.19.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

## **8.20 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.20.1 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 must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.20.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against

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.

#### **8.21 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative, as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions.

#### **8.22 FAIR LABOR STANDARDS**

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

#### **8.23 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor must maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the 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), the Contractor agrees that each such subcontract will provide for such access to the subcontract, books, documents and records of the subcontractor.

#### **8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER**

The Contractor recognizes that facilities maintained by the County provide care essential 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 and Work Orders, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement will be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

## **8.25 GOVERNING LAW, JURISDICTION, AND VENUE**

This Master Agreement will 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 will be exclusively in the County of Los Angeles.

## **8.26 INTENTIONALLY OMITTED**

## **8.27 INDEPENDENT CONTRACTOR STATUS**

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

8.27.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Consistent with the foregoing, the County will have no liability, and the Contractor will be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to this Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those

relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability.

8.27.3 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 will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.27.4 The Contractor must adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

## **8.28 INDEMNIFICATION**

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

## **8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 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 the 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. Additional insurance requirements and coverage may be required in individual executed Work Orders.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement

confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.

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

Certificates and copies of any required endorsements must be e-mailed to:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

The Contractor also must promptly report to the 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 the Contractor. The Contractor also must promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

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

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

The Contractor must provide the County with, or the Contractor's insurance policies must contain a provision that the County will 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 must be provided to the 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 this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

#### **8.29.4 Failure to Maintain Insurance**

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

#### **8.29.5 Insurer Financial Ratings**

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

#### **8.29.6 Contractor's Insurance Must Be Primary**

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

#### **8.29.7 Waivers of Subrogation**

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

#### **8.29.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.29.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.29.10 Claims Made Coverage**

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

#### **8.29.11 Application of Excess Liability Coverage**

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

#### **8.29.12 Separation of Insureds**

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

#### **8.29.13 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the 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 must be designated as an Additional Covered Party under any approved program.

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

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

**The Contractor must provide proof of all required insurance coverage prior to execution of a Work Order.**

### **8.30 INSURANCE COVERAGE**

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

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

8.30.2 **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 must cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

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

#### **8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

The Contractor must obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and must ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder must be made available to the County upon request.

#### **8.32 INTENTIONALLY OMITTED**

#### **8.33 INTENTIONALLY OMITTED**

#### **8.34 NON EXCLUSIVITY**

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

#### **8.35 NOTICE OF DELAYS**

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

#### **8.36 NOTICE OF DISPUTES**

The Contractor must bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master

Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee will resolve it.

#### **8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor must notify and provide to its employees and will 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 Contractor can access posters and other campaign material available at the following website: <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.39 NOTICES**

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

Notwithstanding the foregoing, in addition, and in lieu of written notification, the Director, or designee, must have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit B – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Master Agreement.

#### **8.40 INTENTIONALLY OMITTED**

#### **8.41 PUBLIC RECORDS ACT**

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

pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.41.2 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.

## **8.42 PUBLICITY**

- 8.42.1 The Contractor must not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor

from publishing its role under this Master Agreement within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County will not unreasonably withhold written consent

- 8.42.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 will apply.

## **8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 8.43.1 The Contractor must maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor must file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.43.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the

Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

#### **8.44 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 on this Master Agreement.

#### **8.45 RESTRICTIONS ON LOBBYING**

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor must fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and must ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

#### **8.46 SUBCONTRACTING**

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

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

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract will 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.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor will forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.46.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to the e-mail address shown below:

[cgcontractorinsurance@dhs.lacounty.gov](mailto:cgcontractorinsurance@dhs.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

## **8.47 SURVIVAL**

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Master Agreement which by their

nature should survive, the following shall survive any termination or expiration of this Master Agreement:

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Work)

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.1 (Amendments)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.22 (Fair Labor Standards)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.39 (Notices)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.47 (Survival)

Sub-paragraph 8.50 (Termination for Convenience)

Sub-paragraph 8.51 (Termination for Default)

Sub-paragraph 8.58 (Validity)

Sub-paragraph 8.59 (Waiver)

Sub-paragraph 8.64 (Prohibition from Participation in Future Solicitation(s))

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), if applicable

**8.48 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 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.51 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program will constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice will be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

**8.50 TERMINATION FOR CONVENIENCE**

8.50.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

## **8.51 TERMINATION FOR DEFAULT**

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.51.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.51.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.51, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.50 - Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this Sub-paragraph 8.51 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **8.52 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.52.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this 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 will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.52.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

### **8.53 TERMINATION FOR INSOLVENCY**

8.53.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.53.2 The rights and remedies of the County provided in this Subparagraph 8.53 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

### **8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must 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 will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the County will 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.56 TIME OFF FOR VOTING**

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

#### **8.57 UNLAWFUL SOLICITATION**

The Contractor must inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of 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 will take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

#### **8.58 VALIDITY**

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

## **8.59 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.59 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## **8.60 WARRANTY AGAINST CONTINGENT FEES**

8.60.1 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.

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

## **8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

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

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

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

## **8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES**

Contractor must comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Subparagraph 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.

## **8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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

## **8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)**

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

## **8.65 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)**

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

## 9.0 UNIQUE TERMS AND CONDITIONS

**The following Sub-paragraphs 9.1 through 9.3 will only apply to Contractors that qualify for the applicable County Preference Program.**

### 9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

- 9.1.1 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.
- 9.1.2 The Contractor must 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 LSBE.
- 9.1.3 The Contractor must 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 LSBE.
- 9.1.4 If the Contractor has obtained certification as a LSBE 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 a Work Order to which it would not otherwise have been entitled, will:
  - 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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

## **9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM**

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

9.2.2 The Contractor must 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 SE.

9.2.3 The Contractor must 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 SE.

9.2.4 If the Contractor has obtained County certification as a SE 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 a Work Order to which it would not otherwise have been entitled, the Contractor will:

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 will 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 Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

### **9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM**

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.3.2 The Contractor must 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 DVBE.
- 9.3.3 The Contractor must 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 DVBE.
- 9.3.4 If the Contractor has obtained certification as a DVBE 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 a Work Order to which it would not otherwise have been entitled, will:
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 will 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

## **9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

- 9.4.1 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 the Contractors to complete Exhibit F - Charitable Contributions Certification, 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.
- 9.4.2 The Contractor must be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.
- 9.4.3 A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.5 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 will acquire any rights as a third-party beneficiary of this Master Agreement.

## **9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE**

- 9.6.1 The Contractor staff working on this Master Agreement/Work Order must comply with California Penal Code (hereinafter "PC") Section 11164 et seq., must report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and must submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.6.2 The Contractor staff working on this Master Agreement/Work Order must comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and must report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order must make the report on such abuse, and must submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

**AUTHORIZATION OF MASTER AGREEMENT FOR  
SUPPORTIVE AND/OR HOUSING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer(s), the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ for  
Christina R. Ghaly, M.D.  
Director of Health Services

CONTRACTOR

By \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

## COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. \_\_\_\_\_

### COUNTY'S PROJECT DIRECTOR:

**Name:** Julio C. Alvarado  
**Title:** Director  
**Address:** Contracts Administration and Monitoring  
Department of Health Services  
313 North Figueroa St. 6<sup>th</sup> Floor East  
Los Angeles, CA 90012  
**Telephone:** (213) 288-7819  
**Facsimile:** (213) 250-2958  
**E-Mail Address:** [SHSMA@dhs.lacounty.gov](mailto:SHSMA@dhs.lacounty.gov)

### COUNTY'S PROGRAM MANAGER:

Will be identified in individual Work Orders

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** \_\_\_\_\_**MASTER AGREEMENT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER**

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:**

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **SAFELY SURRENDERED BABY LAW**

**For printing purposes, the Fact Sheet and other information is available on the Internet at:**

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

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced 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 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 Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, mental health, substance use disorders, 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 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: \_\_\_\_\_

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

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

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.

If Agency or Contractor is not exempt, **check the Certification below that is applicable to your company.**

☐ Agency 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 Proposer 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**

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.

\_\_\_\_\_  
Signature

Date:

Name of Signer: \_\_\_\_\_

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

## Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

## Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.