



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
ACADEMIC INSTITUTION
FOR
THE STUDENT PROFESSIONAL DEVELOPMENT PROGRAM**

MH

Academic Institution Master
Agreement/Contract Number

Academic Institution Business
Address

Vendor Number

Academic Institution Business Address Supervisorial District: ____

Academic Institution Business Address Service Area(s): ____

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STANDARD EXHIBITS

- A County's Administration
- B Academic Institution's Administration
- C Safely Surrendered Baby Law
- D Intentionally Omitted

CERTIFICATIONS

- E1 Certification of Employee Status
- E2 Certification of No Conflict of Interest

NON-IT CONTRACTS

- E3 Academic Institution Acknowledgement and Confidentiality Agreement
- E4 Academic Institution Employee Acknowledgement and Confidentiality Agreement
- E5 Academic Institution Non-Employee Acknowledgement and Confidentiality Agreement

UNIQUE EXHIBITS

- F-1 Statement of Work (SOW) (Attachment I & II)
- G Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- H County Site Information for Student Placement
- I Charitable Contributions Certification

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
ACADEMIC INSTITUTION
FOR
THE STUDENT PROFESSIONAL DEVELOPMENT PROGRAM**

This Master Agreement and Exhibits made and entered into on **Enter Date** ("**Execution Date**") by and between the County of Los Angeles, hereinafter referred to as "County" and **Name/School/University**, hereinafter referred to as "Academic Institution". **Name/School/University** is located at **Address**.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 1441, County has established and operates, through its Department of Mental Health (hereafter "DMH"), a network of County mental health facilities (hereafter "Facility"),

WHEREAS, the County may contract with public educational institutions for the Student Professional Development Program (SPDP) when certain requirements are met; and

WHEREAS, the Academic Institution is a public educational institution with the capacity to provide student interns for the SPDP; and

WHEREAS, the County educates and trains students through placement experiences which are required and an integral part of professional academic curriculums; and

WHEREAS, the Academic Institution desires an affiliation with County to provide training experiences through student placements at County Facilities; and

WHEREAS, the Academic Institution and the County have found it to be in their mutual interest and in the public's interest, to provide an affiliation for the training of students from various academic institutions/professional schools in the core disciplines of nursing, occupational therapy, psychiatric technician, psychology, social work, marriage and family therapy, clinical counseling, vocational rehabilitation, and gerontology; and

WHEREAS, the purpose of this Master Agreement is to facilitate student placement at County Facilities to receive specialized training in working with dually diagnosed, severely and persistently mentally ill and acutely ill populations, and CalWORKs participants, to provide mental health services, including individual/group therapy, case management, and rehabilitation to consumers and families affected by mental illness; and

WHEREAS, County's DMH will provide all students with the required number of hours per week of on-site training at specified program sites; and

WHEREAS, this Master Agreement is authorized under California Government Code Sections 26227 and 31000 which authorize the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized DMH Director or designee to execute and administer this Master Agreement.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I 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:

- Exhibit A County's Administration
- Exhibit B Academic Institution's Administration
- Exhibit C Safely Surrendered Baby Law
- Exhibit D Intentionally Omitted
- Exhibit E1 Certification of Employee Status
- Exhibit E2 Certification of No Conflict of Interest
- Exhibit E3-E5 Confidentiality Agreement(s)

Unique Exhibits:

- Exhibit F-1 Statement of Work (SOW) (Attachment I & II)
- Exhibit G Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- Exhibit H County Site Information for Student Placement
- Exhibit I Charitable Contributions Certification

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the

parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Academic Institution:** Identifies a Qualified Academic Institution who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications and is in compliance with the terms and conditions of a Master Agreement. Academic Institutions may also be referred to as "Contractor" or "Contractors" or "Vendor" within the body of this agreement and its attachments.
- 2.1.2 Academic Institution – Director of Field Education:** The individual designated by the Academic Institution to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.4 County's Master Agreement Lead:** Person designated as the primary contact person with respect to the day-to-day administration of this Master Agreement.
- 2.1.5 County's Master Agreement Manager:** Person designated by the Training Unit Program Manager to oversee this Master Agreement.
- 2.1.6 County's Training Unit Program Manager:** Person designated to manage the Training Unit Division and supervises the Master Agreement Manager.
- 2.1.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.8 Director:** Director of the Los Angeles County Department of Mental Health
- 2.1.9 Department:** The County of Los Angeles Department of Mental Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.11 Master Agreement:** County's standard agreement executed between County and individual Academic Institutions. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.12 Qualified Academic Institution:** An Academic Institution who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed in the RFSQ, and has an executed Master Agreement with the Department.
- 2.1.13 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Academic Institutions to provide services through Master Agreements.
- 2.1.14 Statement of Qualifications (SOQ):** A bidder's response to an RFSQ.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Academic Institution must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of this Master Agreement will commence after execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on June 30, 2028 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods through June 30, 2030. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains a database that track/monitor Academic Institutions performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

- 4.3 The Academic Institution and the Department will communicate when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. The Academic Institution and the Department will discuss extending or sunset of Master Agreement.

5.0 CONTRACT SUM

5.1 Total Contract Sum

There will be no monetary obligation between the Academic Institution or County, to each other, or by County to any student, or to any instructor participating in the training program hereunder.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 Director of Mental Health

6.2.1 The Director has the authority to administer this Master Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Master Agreement must be made by the Director unless otherwise expressly provided.

6.2.2 The Director may designate one or more persons to act as her designee for the purposes of administering this Master Agreement. Therefore "Director" will mean "Director and/or designee."

6.2.3 The Director or designee will be coordinating with the Academic Institution to ensure the Academic Institution's successful performance of the Master Agreement. In no event will the Academic Institution's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.2.4 Upon request of the Academic Institution, the Director or designee will provide direction to the Academic Institution as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will the Academic Institution's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby.

6.3 County's Training Unit Program Manager

6.3.1 The County's Training Unit Program manager may meet with Academic Institution, on an as needed basis; and

6.3.2 The County's Training Unit Program Manager may provide direction on the SPDP but 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 County in any respect whatsoever.

6.4 County's Manager

- 6.4.1 The County's Manager is responsible for meeting with the Academic Institution's Director of Field Education, on an as needed basis;
- 6.4.2 The County's Manager may provide direction on the SPDP but is not authorized to make any changes to any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever; and
- 6.4.3 The County's Manager reports to the Training Unit Program Manager.

6.5 County's Lead

The role of the County's Lead is to oversee the day-to-day administration of this Master Agreement; however, in no event will Academic Institution's obligation to fully satisfy all of the requirements of this Master Agreement be relieved, excused or limited thereby. The County's Lead reports to the County's Manager.

7.0 ADMINISTRATION OF MASTER AGREEMENT – ACADEMIC INSTITUTION

7.1 Academic Institution's Director of Field Education

- 7.1.1 Academic Institution's Director of Field Education is designated in Exhibit B, (Academic Institution's Administration). The Academic Institution must notify the County in writing of any change in the name or address of the Academic Institution's Director of Field Education.
- 7.1.2 Academic Institution's Director of Field Education will be responsible for Academic Institution's day-to-day activities as related to this Master Agreement and will coordinate with County's Lead on a regular basis.

7.2 Academic Institution's Authorized Official(s)

- 7.2.1 The Academic Institution's Authorized Official(s) are designated in Exhibit B (Academic Institution's Administration). The Academic Institution must promptly notify County in writing of any change in the name(s) or address(es) of Authorized Official(s).
- 7.2.2 The Academic Institution represents and warrants that all requirements of the Academic Institution have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Academic Institution.

7.3 Approval of Academic Institution's Students and Staff

County has the absolute right to approve or disapprove all of the Academic Institution's students and staff performing work hereunder and any proposed changes in the Academic Institution's students and/or staff, including, but not limited to, the Academic Institution's Director of Field Education.

7.4 Student Identification

7.4.1 All of the Academic Institution's students assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times when on County premises.

7.4.2 The County will ensure that students have obtained a County ID badge before they are assigned to work in a County facility. A County representative may ask Academic Institution's students to leave a County facility if students do not have the proper County ID badge on their person.

7.4.3 The Academic Institution must notify the County within one (1) business day when students or staff are terminated from working under this Master Agreement. The County or the Academic Institution must retrieve and return a student's ID badge to the County on the next business day after the student has dis-enrolled and is no longer receiving graduate training.

7.4.4 If County requests the removal of a student, the County or the Academic Institution must retrieve and return a student's ID badge to the County on the next business day after the student has been removed from performing services under this Master Agreement.

7.5 Background and Security Investigations

7.5.1 Students working directly with clients under the SPDP that are in a sensitive position, as determined by County, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Academic Institution, regardless if the student passes or fails the background investigation.

7.5.1.1 The County will accept background investigation results of students that 'pass' if the background check was

conducted within three (3) months of the student entering the SPDP.

- 7.5.2 If a student does not pass the background investigation, County may request that the student be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to the Academic Institution or to the student any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any student that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any student pursuant to this Paragraph 7.5 will not relieve the Academic Institution 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 Academic Institution and students participating in the SPDP must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Academic Institution must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Academic Institution, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to the Academic Institution indemnification obligations under this Paragraph 7.6 will be conducted by the Academic Institution and performed by counsel selected by the Academic Institution and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Academic Institution fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel,

including, without limitation, County Counsel, and reimbursement from the Academic Institution for all such costs and expenses incurred by County in doing so. The Academic Institution will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 The Academic Institution must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 The Academic Institution must sign and adhere to the provisions of the Exhibit E3 (Academic Institution Acknowledgement and Confidentiality Agreement).
- 7.6.4 The Academic Institution will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E4 (Academic Institution Employee Acknowledgment and Confidentiality Agreement).
- 7.6.5 The Academic Institution will cause each student participating in the SPDP covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Academic Institution Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in 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 or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Academic Institution and by the Department of Mental Health.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Academic Institution agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Academic Institution and by the Department of Mental Health.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Academic Institution must notify the County of any pending acquisitions/mergers of its company unless otherwise legally

prohibited from doing so. If the Academic Institution 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 Academic Institution must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent 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 County's sole discretion, against the claims, which the Academic Institution may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Academic Institution's duties, responsibilities, obligations, or performance of same by any person or entity other than the Academic Institution, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will be entitled to pursue the same remedies against the Academic Institution as it could pursue in the event of default by the Academic Institution.

8.3 Authorization Warranty

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

8.4 Intentionally Omitted

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, the Academic Institution must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included

in this Master Agreement are hereby incorporated herein by reference.

- 8.5.2 The Academic Institution must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Academic Institution, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to the Academic Institution's indemnification obligations under this Paragraph will be conducted by the Academic Institution and performed by counsel selected by the Academic Institution and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Academic Institution fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Academic Institution for all such costs and expenses incurred by County in doing so. The Academic Institution 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 County without County's prior written approval.

8.6 Compliance with Civil Rights Laws

The Academic Institution 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, the Academic Institution certifies to the County:

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

8.7 Intentionally Omitted

8.8 Intentionally Omitted

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

Should the Academic Institution require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Academic Institution 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.

8.10 Consideration of Hiring GAIN/START Participants

- 8.10.1 Should the Academic Institution require additional or replacement personnel after the effective date of this Master Agreement, the Academic Institution will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Academic Institution's minimum qualifications for the open position. For this purpose, consideration will mean that the Academic Institution will interview qualified candidates. The County will refer GAIN/START participants by job category to the Academic Institution. Academic Institutions must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

The Academic Institution is hereby notified that 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.

8.11.2 Chapter 2.202 of the County Code

The Academic Institution is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Academic Institution on this or other Master Agreements which indicates that the Academic Institution is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Academic Institution 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 Academic Institution may have with the County.

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

- If there is evidence that the Academic Institution may be subject to debarment, the Department will notify the Academic Institution in writing of the evidence which is the basis for the proposed debarment and will advise the Academic Institution of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Academic Institution and/or the Academic Institution'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 Academic Institution should be debarred, and, if so, the appropriate length of time of the debarment. The Academic Institution and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board 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.
- If an Academic Institution has been debarred for a period longer than five (5) years, that Academic Institution 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 Academic Institution has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Academic Institution has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of the Academic Institution

These terms will also apply to Subcontractors of the Academic Institution.

8.12 The Academic Institution's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

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

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

8.13 Intentionally Omitted

8.14 County's Quality Assurance Plan

The County or its agent(s) will monitor performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Academic Institution's compliance with all Master Agreement terms and conditions and performance standards. The Academic Institution's 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 of Supervisors 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 Academic Institution. 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.

8.15 Damage to County Facilities, Buildings or Grounds

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

8.16 Employment Eligibility Verification

- 8.16.1 The Academic Institution 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 Academic Institution 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 Academic Institution must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 The Academic Institution 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 Academic Institution 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.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and the Academic Institution hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared

pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

The Academic Institution 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 Academic Institution's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

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

8.20 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 Academic Institution 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.

8.21 Independent Status

- 8.21.1 This Master Agreement is by and between the County and the Academic Institution 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 Academic Institution. 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.
- 8.21.2 The Academic Institution 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 Academic Institution.
- 8.21.3 The Academic Institution understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Academic Institution and not employees of the County. The Academic Institution 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 Academic Institution pursuant to this Master Agreement.
- 8.21.4 The Academic Institution must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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

County shall indemnify, defend and hold harmless the Academic Institution and its trustees, officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or

connected with COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

8.23 General Provisions for all Insurance Coverage

Without limiting the Academic Institution's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Academic Institution must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 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 Academic Institution pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Academic Institution for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Academic Institution's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to County not less than 10 days prior to the Academic Institution's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required the Academic Institution 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 Academic Institution 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 Academic Institution, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles Department of Mental Health
Contracts Development and Administration Division
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

- The Academic Institution also must promptly report to County any injury or property damage accident or incident, including any injury to an Academic Institution employee or student occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Academic Institution. The Academic Institution also must promptly notify County of any third party claim or suit filed against the Academic Institution 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 Academic Institution and/or County.

8.23.2 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 Academic Institution's General Liability policy with respect to liability arising out of the Academic Institution's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Academic Institution's acts or omissions, whether such liability is attributable to the Academic Institution 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.

8.23.3 Cancellation of or Changes in Insurance

The Academic Institution must provide County with, or the Academic Institution's insurance policies must contain a provision that 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in

advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Academic Institution's Insurance Must Be Primary

The Academic Institution'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 Academic Institution. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Academic Institution coverage.

8.23.7 Waivers of Subrogation

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

8.23.8 Student Insurance Coverage Requirements

The Academic Institution must include all students participating in the SPDP as insureds under the Academic Institution's own policies, or must provide County with each student's separate evidence of insurance coverage. The Academic Institution will be responsible for verifying each student complies with the Required Insurance provisions herein, and must require that each student

name the County and the Academic Institution as additional insureds on the student's General Liability policy. The Academic Institution must obtain County's prior review and approval of any student request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

The Academic Institution's policies will not obligate the County to pay any portion of any Academic Institution deductible or SIR. The County retains the right to require the Academic Institution to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Academic Institution'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.

8.23.10 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 Academic Institution 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.

8.23.11 Application of Excess Liability Coverage

Academic Institutions 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.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

- 8.24.2 Professional Liability/Errors and Omissions

Insurance covering the Academic Institution'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 Academic Institution understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25 Intentionally Omitted

8.26 Intentionally Omitted

8.27 Nondiscrimination and Affirmative Action

- 8.27.1 The Academic Institution certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.27.2 The Academic Institution certifies to the County each of the following:
- That the Academic Institution has a written policy statement prohibiting discrimination in all phases of employment.
 - That the Academic Institution periodically conducts a self-analysis or utilization analysis of its work force.
 - That the Academic Institution has a system for determining if its employment practices are discriminatory against protected groups.
 - Where problem areas are identified in employment practices, the Academic Institution has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.27.3 The Academic Institution must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 The Academic Institution certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Academic Institution certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Academic Institution will allow County representatives access to the Academic Institution's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Academic Institution has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Academic Institution has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Academic Institution 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.

8.28 Non Exclusivity

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

8.29 Intentionally Omitted

8.30 Notice of Disputes

The Academic Institution must bring to the attention of the County's Contract Lead any dispute between the County and the Academic Institution regarding the performance of services as stated in this Master Agreement. If the County's Contract Lead or County's Contract Monitoring Manager is not able to resolve the dispute, the Director or designee will resolve it.

8.31 Intentionally Omitted

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

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

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

8.33 Notices

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

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

- 8.35.1 Any documents submitted by the Academic Institution; all information obtained in connection with the County's right to audit and inspect the Academic Institution's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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.
- 8.35.2 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 Academic Institution 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.

8.36 Intentionally Omitted

8.37 Record Retention and Inspection-Audit Settlement

The Academic Institution must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Academic Institution must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Academic Institution 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 Academic Institution 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 Academic Institution 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 Academic Institution

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.

- 8.37.1 In the event that an audit of the Academic Institution is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Academic Institution or otherwise, then the Academic Institution must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Academic Institution's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Academic Institution to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 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 may conduct an audit of the Academic Institution 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 Academic Institution, then the difference will be either: a) repaid by the Academic Institution 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 Academic Institution 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 Academic Institution, then the difference will be paid to the Academic Institution 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.

8.38 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Academic Institution agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.39 Intentionally Omitted

8.40 Intentionally Omitted

8.41 Termination for Convenience

- 8.41.1 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 Academic Institution 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.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Academic Institution must immediately:
- Stop work under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Academic Institution under this Master Agreement must be maintained by the Academic Institution in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Academic Institution, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- The Academic Institution has materially breached this Master Agreement;
 - The Academic Institution fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
 - The Academic Institution fails to demonstrate a high probability of timely fulfillment of performance requirements of 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.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, 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 Academic Institution 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 Academic Institution will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Academic Institution will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Academic Institution. 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 Academic Institution. 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 Academic Institution and subcontractor, and without the fault or negligence of either of them, the Academic Institution 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 Academic Institution to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Academic Institution was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).
- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Academic Institution, immediately terminate the right of the Academic Institution to

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

8.43.2 The Academic Institution must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.44 Intentionally Omitted

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

The Academic Institution, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Academic Institution, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of the Academic Institution or any County Lobbyist or County Lobbying firm retained by the Academic Institution 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.

8.46 Intentionally Omitted

8.47 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.

8.48 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 Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

- 8.49.1 The Academic Institution 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 Academic Institution for the purpose of securing business.
- 8.49.2 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.

8.50 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of the Academic Institution to maintain compliance with the requirements set forth in Paragraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of the Academic Institution to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of the Academic Institution, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

The Academic Institution 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 Academic Institution 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](#).

8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking

The Academic Institution acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Academic Institutions from engaging in human trafficking.

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

The Academic Institution, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), the Academic Institution's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

The Academic Institution 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 Academic Institution 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 Academic Institution, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Academic Institution, 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 Academic Institution to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or an Academic Institution or its subsidiary or Subcontractor ("Proposer/Academic Institution"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Academic Institution has provided advice or consultation for the solicitation. A Proposer/Academic Institution is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Academic Institution 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 Proposer/Academic Institution from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

The Academic Institution 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.

8.59 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), the Academic Institution and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 The Academic Institution expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Academic Institution or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Academic Institution must instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, the Academic Institution or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Academic Institution understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of

such access for any purpose whatsoever.

- 9.1.3 Additionally, in the event of such inadvertent access, the Academic Institution and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Academic Institution must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Academic Institution's or its officers', employees', or agents', access to patient medical records/patient information. The Academic Institution agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Academic Institutions to complete Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all Academic Institutions which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. An Academic Institution 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](#))

10.0 Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)

Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 8.57	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.59	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 10.0	(Survival)

IN WITNESS WHEREOF, the Academic Institution has executed this Master Agreement or caused it to be duly executed by the County of Los Angeles, by order of the Board of Supervisors has caused this Master Agreement to be executed on its behalf by the County's Director of Mental Health or designee thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Lisa H. Wong, Psy.D.
Director of Mental Health

By _____
Academic Institution

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: William Birnie
Senior Deputy County Counsel