

APPENDIX E

**DEPARTMENT OF HEALTH SERVICES
MASTER AGREEMENT**



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR

TRANSPORTATION OVERFLOW SERVICES

**TRANSPORTATION OVERFLOW SERVICES
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MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
AND

FOR
TRANSPORTATION OVERFLOW SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, on January 30, 2020, the World Health Organization declared the COVID-19 outbreak a Public Health Emergency of International Concern; and

WHEREAS, on January 31, 2020, the U.S. Secretary of Health and Human Services, Alex M. Azar II, declared a Public Health Emergency to aid the nation in responding to COVID-19; and

WHEREAS, on March 4, 2020, pursuant to California Health and Safety Code Section 101080, the Los Angeles County Health Officer issued a Declaration of Local Health Emergency because of the introduction of COVID-19 cases in Los Angeles County (“Local Health Emergency”). Immediately following, and pursuant to Government Code section 8630 and Los Angeles County Code section 2.68, the Chair of the Board signed a Proclamation of Local Emergency related to COVID-19; and

WHEREAS, during the Local Health Emergency, the County is transporting patients to various temporary facilities/sites at which it may place or make available to, individuals who are subject to COVID-19 isolation and/or quarantine requirements and/or those who do not have a place in which they can shelter in place; and

WHEREAS, the County may contract with private businesses for Transportation Overflow Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Overflow Services; and

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

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

WHEREAS, pursuant to the provisions of Section 17000 of the Welfare and Institutions Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawful residents in Los Angeles County; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between and among their residences, County's various hospitals, health, custody, or court facilities, private hospitals and health facilities, and between County facilities and State mental hospitals, etc.; and

WHEREAS, County's Department of Health Services has a need to provide paramedic or nurse staffed ambulance transportation in limited and occasional certain circumstances, and does not employ paramedics or operate advanced life support equipped vehicles; and

WHEREAS, County's Department of Health Services does not own or operate a sufficient number of vehicles (e.g., ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide such patient transportation and possesses the competence, expertise, vehicles, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are required on an intermittent basis; and

WHEREAS, provisions of Health and Safety Code Sections 1441 and 1451, and Government Code Section 26227 provide authority for this Master Agreement.

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the

requirements of this Agreement and consistent with the professional standard of care for these services; and

WHEREAS, the Contractor shall satisfactorily complete and perform all the Local Health Emergency Response Services and provide all work as detailed in Exhibit A, Statement of Work, and agrees to comply with all applicable terms and conditions outlined in the Agreement; 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, G, H, and 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 shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Schedule of Rates
- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor's EEO Certification
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Forms Required at the time of Master Agreement Execution
- 1.9 EXHIBIT I - "Business Associate" Under the Health Insurance Portability Accountability Act of 1996 (HIPAA)

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 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 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS:** Department of Health Services.
- 2.5 Director:** Director of the Department of Health Services or authorized designee.
- 2.6 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.7 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 the Statement of Work, Exhibit A.
- 2.8 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 the Department of Health Services.
- 2.9 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.10 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

Statement of Work: A written description of tasks and/or deliverables desired by the County.

3.0 WORK

- 3.1 In reference to the Board of Supervisors March 4, 2020 Proclamation of Local Emergency related to COVID-19, DHS released a RFSQ for Transportation Overflow Services to provide assistance with Transportation Overflow Services during the COVID-19 emergency. Contractor submitted a response to the RFSQ and is deemed qualified to provide Transportation Overflow Services at the rates provided set forth in Exhibit B, Schedule of Rates, as agreed upon with the Contractor. The Contractor shall satisfactorily perform all services set forth in the Exhibit A, Statement of Work (SOW), of this Agreement.
- 3.2 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.3 If the Contractor provides any task, deliverable, service, or other work to the County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or designee as authorized by the Board of Supervisors. This Master Agreement shall expire until the Proclamation of Local Emergency related to COVID-19 is lifted by the Board of Supervisors or until the needs of the County, as they relate to the COVID-19 emergency, have been met, whichever comes later, unless sooner extended or terminated, in whole or in part.
- 4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.3 The Contractor shall notify DHS 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 shall send written notification to the DHS at the address herein provided in Exhibit C – County’s Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 Reimbursement to Contractor for services shall be based on the number of calls (if any) and the rates identified in Exhibit B, Schedule of Rates, in effect at the time of service.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall 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 shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

- 5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and according to the rates identified in Exhibit B, Schedule of Rates, along with the Monthly Response Time Report in Excel format contained in Attachment I, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the most current version of the official Health Insurance Claim Form (CMS-1500) and shall include, but not be limited to, the following information: DHS' Centralized Dispatch Office (CDO) run number (list in section 23, "Prior Authorization Number" of the CMS-1500), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. The information required may be revised by

Director from time-to-time with reasonable notice by County to Contractor.

- 5.4.2 The Contractor's invoices shall contain the information listed above and set forth in Exhibit A - Statement of Work describing the transportation services, for which payment is claimed. The Contractor shall invoice the County in arrears only for providing services specified in Exhibit A - Statement of Work and elsewhere hereunder. Reimbursement to Contractor shall be only for services requested by the DHS' CDO.
- 5.4.3 Invoices submitted to County for services under this Master Agreement must be received by the EMS Agency within sixty (60) days following the month of service, unless Contractor is awaiting coverage determination or payment from a third party payor that was identified after the transport. Contractor shall submit original invoices to the Emergency Medical Services (EMS) Agency, Ambulance Billing Coordinator, at 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.
- 5.4.4 If Contractor becomes aware that the patient transported has third party coverage, excluding Medi-Cal or Medicare, and the transport is reimbursable, Contractor shall bill the third party. If Contractor receives any reimbursement, from a third party, regardless of the amount, there shall be no payment from County for services provided. Should Contractor receive any payment for services from a third-party payer after County has paid Contractor for those services, Contractor shall immediately notify County and shall refund County's payment for that patient within thirty (30) days. If Contractor is not reimbursed by the third party within one hundred fifty (150) days from date of transport, Contractor may bill the County within thirty (30) days and submit supporting documentation with the invoice(s).
- 5.4.5 County shall reimburse Contractor for all service calls received from the CDO within thirty (30) days following receipt by County of a complete and correct itemized billing. County may request additional supporting documents, and invoices may be adjusted to reflect correct charges; Contractor will be notified of such changes. County may return invoices to Contractor for correction.
- 5.4.6 Contractor shall not bill a patient or their family, for services under this Master Agreement, unless it is determined that the

patient has private insurance and there is a co-pay or unmet deductible for such services.

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

5.4.8 County Approval of Invoices

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

5.4.9 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 shall 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 shall 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 shall 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), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

The Director shall 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 and their responsibilities are shown in Exhibit C – County’s Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor’s Administration and Responsibilities

A listing of the Contractor’s Administration and their responsibilities are shown in Exhibit D - Contractor’s Administration. The Contractor shown in Exhibit F – Contractor’s Administration. The Contractor shall notify the County in writing of any change in the name or addresses shown.

7.2 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.

7.3 Contractor’s Staff Identification

- 7.3.1 The Contractor shall provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.
- 7.3.2 Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that identifies Contractor's company by name and insignia as well as the employee's name and his/her level of pre-hospital certification when responding to all calls under this Master Agreement; and (b) is trained to handle patients in a manner consistent with Los Angeles County pre-hospital care policies, procedures, and protocols.

7.4 Background and Security Investigations

- 7.4.1 All Contractor staff performing work under this Master Agreement shall 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 shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County shall perform the background check.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.5 Confidentiality

- 7.5.1 The Contractor shall 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.

7.5.2 Furthermore, the Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this 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 Agreement, any such records or information to any person or organization other than the County without the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this 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.

7.5.3 The Contractor shall 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 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall 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 shall 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 shall 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.

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

7.5.4 The Contractor shall sign and adhere to the provisions of the Exhibit H1, Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, subcontractors and other persons who may provide work under this Master Agreement.

7.6 Staff Performance Under The Influence

The Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or 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 the scope of work, term, Master Agreement Sum, payments, or any term or condition included under this Master Agreement, an Amendment shall 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 shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors, or its authorized designee.

8.1.3 The Director, or designee, may at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall 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 shall be prepared by

the County and then executed by the Contractor and by the Director or designee.

- 8.1.4 The Director, or designee may require, at its 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 shall be prepared by the County and then executed by the Contractor and by the Director or designee.

8.2 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.

8.3 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 shall 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 shall 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 shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.4 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.4.1 In the performance of this Master Agreement, the Contractor shall 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.

8.4.2 The Contractor shall 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 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall 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 shall 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 shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

**8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS-
ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

8.5.1 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); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, 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.

8.5.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall 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.

8.5.3 The Contractor shall 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 shall 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.

8.5.4 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.

- 8.5.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, 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.
- 8.5.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.5 when so requested by the County.
- 8.5.7 If the County finds that any provisions of this Sub-paragraph 8.5 have been violated, such violation shall 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 shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.5.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, 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.

8.5.9 Antidiscrimination 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.

8.5.10 The Contractor shall certify to, and comply with, the provisions of Exhibit H__ - Contractor's EEO Certification.

8.6 CONFLICT OF INTEREST

8.6.1 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.6.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.6 shall be a material breach of this Master Agreement.

8.7 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.7.1 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.

8.7.2 The Contractor shall 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.

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

8.8 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.8.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.8.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.9 FACSIMILE REPRESENTATIONS

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

8.10 FAIR LABOR STANDARDS

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

8.11 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 shall 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 shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.12 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care 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, 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 shall be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.

8.13 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I - "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.15 INDEPENDENT CONTRACTOR STATUS

- 8.15.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.15.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.15.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.15.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 – Confidentiality.

8.16 INDEMNIFICATION

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

8.17 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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.18.1 through 8.18.4 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.

8.17.1 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, shall be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The

Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

Certificates and copies of any required endorsements shall be e-mailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov

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

8.17.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under 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 shall apply with respect to liability

and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.17.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to 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.

8.17.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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 Contractor reimbursement.

8.17.5 Insurer Financial Ratings

Coverage shall 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.

8.17.6 Contractor's Insurance Shall Be Primary

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

8.17.7 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.17.8 Sub-Contractor Insurance Coverage Requirements

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

8.17.9 Deductibles and Self-Insured Retentions (SIRs)

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require 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 shall be executed by a corporate surety licensed to transact business in the State of California.

8.17.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor

understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.17.11 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.

8.17.12 Separation of Insureds

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

8.17.13 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 shall be designated as an Additional Covered Party under any approved program.

8.17.14 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.

8.18 INSURANCE COVERAGE

8.18.1 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

8.18.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of 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.

8.18.3 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 shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.18.4 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 shall maintain such coverage for a period of not less than three

(3) years following this Master Agreement's expiration, termination or cancellation.

8.19 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

8.20 NON EXCLUSIVITY

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

8.21 NOTICE OF DELAYS

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

8.22 NOTICE OF DISPUTES

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

8.23 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.24 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C- County's Administration and D - 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, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit D – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.25 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.26 PUBLIC RECORDS ACT

8.26.1 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 8.28 - 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not

in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.26.2 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.

8.27 PUBLICITY

- 8.27.1 The Contractor shall 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 shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall 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 designee. The County shall not unreasonably withhold written consent.

- 8.27.2 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 8.27 shall apply.

8.28 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.28.1 The Contractor shall 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 shall also maintain accurate and complete

employment and other records relating to its performance of this Master Agreement.

- 8.28.2 The Contractor agrees that the County, or its authorized representatives, shall 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, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall 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 shall 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.
- 8.28.3 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 shall 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.28.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.28.5 If, at any time during the term of this Master Agreement or within [five (5) or ten (10)] 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 shall 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 shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.29 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Master Agreement, the Contractor shall 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 shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.30 SUBCONTRACTING

8.30.1 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.

8.30.2 If the Contractor desires to subcontract, the Contractor shall 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.

- 8.30.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.30.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.30.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.30.6 The Director or 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 shall forward a fully executed subcontract to the County for their files.
- 8.30.7 The Contractor shall 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.
- 8.30.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Certificate Holder, at:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.31 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

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

Sub-paragraph 7.5 - Confidentiality

Sub-paragraph 8.4 - Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.13 - Governing Law, Jurisdiction, and Venue

Sub-paragraph 8.16 - Indemnification

Sub-paragraph 8.17 - General Provisions for all Insurance Coverage

Sub-paragraph 8.18 - Insurance Coverage

Sub-paragraph 8.28 - Record Retention and Inspection/Audit Settlement

Sub-paragraph 8.31 - Survival

Exhibit I -

Business Associate Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

8.32 TERMINATION PROVISIONS

Contractor's non-compliance with the following Los Angeles County Codes (LACC) shall constitute default under this Agreement.

8.32 LACC 2.1.60 County Lobbyist Ordinance

8.32 LACC 2.200 County Child Support Compliance Program

8.32 LACC 2.202 Contractor Responsibility & Debarment

8.32 LACC 2.203 Jury Service Program

8.32 LACC 2.206 County's Defaulted Property Tax Reduction Program

8.33 TERMINATION FOR CONVENIENCE

8.33.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in

its sole discretion, to be in its best interest. Termination of work hereunder shall 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 shall be no less than ten (10) days after the notice is sent.

8.33.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.33.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.28 - Record Retention and Inspection/Audit Settlement.

8.34 TERMINATION FOR DEFAULT

8.34.1 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 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
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements 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.

8.34.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.34.1, 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 shall 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 shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

- 8.34.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.34.2 if its failure to perform this Master Agreement 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 shall 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 8.34.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.34.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.34, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.34, or that the default was excusable under the provisions of Sub-paragraph 8.34.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.
- 8.34.5 The rights and remedies of the County provided in this Sub-paragraph 8.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.35 TERMINATION FOR IMPROPER CONSIDERATION

- 8.35.1 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 shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.35.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 8.35.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.36 TERMINATION FOR INSOLVENCY

- 8.36.1 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 shall 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.

8.36.2 The rights and remedies of the County provided in this Sub-paragraph 8.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

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

8.38 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.39 TIME OFF FOR VOTING

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

8.40 UNLAWFUL SOLICITATION

The Contractor shall 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 shall 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.

8.41 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 shall not be affected thereby.

8.42 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 WARRANTY AGAINST CONTINGENT FEES

8.43.1 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.

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

8.44 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

8.44.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall 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.

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

8.45 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.46 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.

8.47 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in developing or providing advice/consultation for any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Master Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Master Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Master Agreement.

**AUTHORIZATION OF MASTER AGREEMENT FOR
TRANSPORTATION OVERFLOW SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, 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:
MARY C. WICKHAM
County Counsel

By _____
Brian T. Chu
Principal Deputy County Counsel

**MASTER AGREEMENT FOR
TRANSPORTATION OVERFLOW SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor agrees to transport patients in appropriately licensed and staffed ambulance or ambulette units, as long as the patient pickup point is within Los Angeles County and the transport is requested by the Department of Health Services' (DHS) Central Dispatch Office (CDO).

Contractor agrees to keep a specified number of its ambulances and ambulette vehicles available within Los Angeles County on a twenty-four (24) hour basis.

2.0 VEHICLE INVENTORY

Contractor shall provide vehicle inventory for placement into service under this Master Agreement for approval to the County's DHS, Emergency Medical Services (EMS) Agency, Ambulance Program Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

3.1 County Observations

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

3.2 Written Policies and Procedures

Contractor shall have written policies and procedures for:

- (1) Pre-employment screening/hiring standards
- (2) Orientation and training program for new employees
- (3) In-service training and education
- (4) Personnel evaluations

- (5) Work schedules/work coverage protocols
- (6) Dispatch protocols which shall include policies and procedures that conform to the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch, and Reference No. 517, Private Provider Agency Transport/Response Guidelines.
- (7) Evaluation and handling of patients in the provision of service, including policies and procedures that conform to all applicable Los Angeles County Prehospital Care Policies (e.g., Reference No. 838, Application of Patient Restraints, Reference No. 808, Base Hospital Contact and Transport, etc.)

Contractor shall maintain documentation/verification that employees have been informed of each of the above policies and all such policies and procedures shall be available for review at reasonable times by Director or designee.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

4.2 Project Manager

- 4.2.1 Contractor shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager or designated alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 4.2.2 Project Manager shall act as a central point of contact with the County.
- 4.2.3 Project Manager/alternate shall have five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support transport service.
- 4.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

4.3 Personnel

- 4.3.1 Upon request of CDO, Contractor shall provide emergency medical technician (EMT), emergency medical technician-paramedic (EMT-P), respiratory care practitioner or registered nurse personnel in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual for transportation of any patient. The requirement to provide a unit or units staffed with Los Angeles County accredited paramedics, registered nurse personnel or respiratory care practitioner personnel, shall apply only if Contractor is expressly authorized by the EMS Agency to render such services.
- 4.3.2 When responding to any call under this Master Agreement, the Contractor's ambulance vehicle shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT or higher level of certification. Any person who is licensed by the State of California as a physician, registered nurse, or paramedic employed as an ambulance attendant shall not be required to have an EMT Certificate. However, a minimum of two (2) EMTs, currently certified in California (and who have successfully completed a Los Angeles County EMT Scope of Practice training program), must staff each critical care transport

vehicle in addition to at least one registered nurse and/or licensed respiratory care practitioner.

- 4.3.3 When responding to any call under this Master Agreement, the Contractor's ambulance vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current American Red Cross Community First Aid and Safety Certificate or equivalent, or higher level of certification. Personnel shall not exceed their applicable scope of practice as defined by State and local regulations and policies.
- 4.3.4 Contractor shall ensure that each EMT and/or paramedic providing services under this Master Agreement must have the following: 1) a current EMT certificate or paramedic license; 2) an American Heart Association Healthcare Provider (or equivalent) Cardiopulmonary Resuscitation (CPR) certification card; 3) a California Ambulance Driver's Certificate (ambulance drivers); 4) a California Driver License or identification card; and 5) a Medical Examiner's Certificate (DL-51) (ambulance drivers).
- 4.3.5 Contractor shall ensure that ambulance personnel providing services under this Master Agreement must have an American Red Cross Community First Aid and Safety Certificate or equivalent and, if driver's license is a Class A or Class B license, a current DL-51.
- 4.3.6 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the patient.
- 4.3.7 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 4.3.8 Contractor's registered nurse or respiratory care practitioner personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, Critical Care Transport (CCT) Provider.
- 4.3.9 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.

- 4.3.10 Dispatch Center Staffing (Ambulance Only): Contractor's dispatch center shall be staffed, 24-hours per day, seven days per week. Personnel assigned to the Dispatch Center for call-taking and/or dispatching of ambulance vehicles, shall meet the minimum personnel requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Medical direction and oversight of the Dispatch Center shall be provided by a physician as specified in Reference No. 226.
- 4.3.11 Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

4.4 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Master Agreement.

4.5 Ambulance/Ambulette Vehicles and Equipment

- 4.5.1 Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical and sanitary condition.
- 4.5.2 Contractor agrees to identify all ambulance and ambulette vehicles used under this Master Agreement with the Contractor's name clearly visible to the general public in the paint scheme and company logo approved by the EMS Agency.
- 4.5.3 Director, or designee, may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with the Master Agreement.
- 4.5.4 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for the level of service (e.g. Ambulette, BLS, ALS or CCT) being provided and approved by the EMS Agency. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

- 4.5.5 Ambulance vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California Department of Motor Vehicles (DMV) Registration, original or copy of the vehicle's county business license or temporary authorization, original or copy of vehicle insurance identification card, copy of the most current California Highway Patrol (CHP) inspection sheet and the original CHP ambulance identification certificate. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.6 Ambulette vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California DMV Registration, original or copy of the vehicle's county business license or temporary authorization and an original or copy of the vehicle's insurance identification card. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulette vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.7 The purchase of all ambulance/ambulette vehicles and equipment to provide the needed services is the responsibility of the Contractor. Such ambulance/ambulette vehicles shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee and patients, including but not limited to, properly working heating and air conditioning for all vehicles used under the Master Agreement.

4.6 Dispatch Center/Communications Equipment (Ambulance Only)

- 4.6.1 Contractor's dispatch center shall have a mechanism in place to document time events for each request for service as outlined in Los Angeles County Prehospital Care Manual Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch.
- 4.6.2 Contractor agrees to ensure that the dispatch center and ambulance personnel have communication capabilities allowing for immediate communications with one another at any time a vehicle is being used under this Master Agreement.

- 4.6.3 All ambulance vehicles used under this Master Agreement shall have a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate, direct communication (push to talk) with Contractor's dispatch center.
- 4.6.4 Contractor's communications between the dispatch center and ambulance crews shall be recorded for all transports performed under this Master Agreement.
- 4.6.5 Contractor is strongly encouraged to include emerging technology, such as Federal Mutual Aid Medical Channel, VMED28, mobile digital computers, etc. as part of their dispatch center in order to ensure the ability to communicate with CDO in the event of a disaster that renders telephone systems inoperable.
- 4.6.6 Should the County enter into agreements for upgraded dispatching systems or future dispatch technologies that are identified which improve dispatching capabilities, the Contractor shall agree to cooperate, participate and negotiate in good faith to perform system evaluations or pilot projects and implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County, including but not limited to, the capability of direct automatic vehicle locator dispatch of ambulances, or dispatch software applications.

4.7 Training

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to California Occupational Safety and Health Administration standards.
- 4.7.3 In addition to the provision of ambulance staffing at the customary EMT scope of practice level as specified in the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual, Reference No. 802, EMT Scope of Practice, Contractor shall further assure that all of its EMTs have successfully completed the Los Angeles County EMT Scope of Practice training given as part of the EMT's initial training or by a continuing education provider approved to give such training. A copy of the Course Completion Certificate or other documentation of this training shall be retained in the employee's file.

4.7.4 Contractor shall ensure that each of its ambulance employees is knowledgeable in managing behavioral emergencies and the safe restraint of patients when necessary during the performance of services hereunder, and will follow procedures pertaining thereto and as set forth in the Los Angeles County Prehospital Care Manual, Reference No. 838, Application of Patient Restraints and herein. Contractor may utilize the Behavioral Emergency Training program developed by the EMS Agency. If another training curriculum is utilized, it must be approved by the EMS Agency in advance. A copy of the Course Completion Certificate for this training shall be retained in the employee's file.

4.8 Contractor's Telephone Numbers and Dispatch Center

Contractor shall provide the EMS Agency with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a response to call delay of more than five (5) minutes. In addition, Contractor shall provide in writing any changes in telephone numbers of its dispatch center to the EMS Agency's Ambulance Programs Section, Attention: Ambulance Programs Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement. Any changes in hours of operation should be sent in writing to the Ambulance Programs, EMS Program Head, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

4.9 Crew Quarters

Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Master Agreement shall be maintained in a clean, sanitary, and livable condition. If Contractor's staff works 24-hour shifts, the applicable crew quarters shall also include kitchen and shower facilities that are in good working order. County staff may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

4.10 Licenses/Permits

4.10.1 Contractor must possess an Ambulance and/or Ambulette Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation, suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative

fine(s), which were upheld, within the preceding twelve (12) consecutive months.

- 4.10.2 Contractor shall possess and maintain current business licenses and/or tax permits for each applicable incorporated city in the County in which Contractor responds for the transport of patients under this Master Agreement. All such business licenses and/or tax permits shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.10.3 For each ambulance vehicle used under this Master Agreement, a CHP permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle used under this Master Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.
- 4.10.4 As a material term of this Master Agreement, Contractor shall maintain all applicable licenses, permits, and certifications in order to perform services as set forth in this Master Agreement.
- 4.10.5 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ambulance or ambulette operator's business license/permit.

4.11 Response Time Requirements

- 4.11.1 Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

Immediate Call	Within 30 minutes of CDO request (Immediately)
Urgent Call	Within 60 minutes of CDO request
Routine Call	Within 90 minutes of CDO request
Pre-Scheduled	At agreed upon time, plus or minus 15 minutes

- 4.11.2 Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time

of arrival (ETA) given by Contractor and accepted by CDO. Accepted response times shall be met at a minimum of 90% of the time. Contractors failing to comply with this requirement will be contacted by EMS Agency staff to develop a corrective action plan to address this non-compliance. Such plan must be fully implemented within fifteen (15) calendar days.

- 4.11.3 Response time is defined as the interval of time, between the time all dispatch information has been obtained by a Master Agreement provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at patient.
- 4.11.4 CDO may provide dispatch information up to twenty-four (24) hours in advance of the actual transport time which is considered a "prescheduled" transport. Contractor shall respond to prescheduled transport requests accepted for overflow ambulance transportation services at the time agreed upon, plus or minus fifteen (15) minutes.
- 4.11.5 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.
- 4.11.6 In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled. Such runs will be paid as "dry runs."
- 4.11.7 In addition, Contractor shall notify CDO when each transfer request is completed or canceled, i.e., the final disposition of such transport request.
- 4.11.8 By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be

submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address.

4.12 EMS Service Provider Quality Improvement Program

- 4.12.1 Contractor shall cooperate in all respects with EMS Agency's medical quality improvement (QI) program pursuant to the California Code of Regulations, Title 22, and all applicable EMS Agency Prehospital Care policies for ambulance providers and permit access by Director's quality improvement representatives to Contractor's patient care records and other patient care related documentation (e.g. dispatch records, incident reports, etc.).
- 4.12.2 Contractor shall establish a quality improvement program to include:
 - 1) a QI plan which has been submitted to the EMS Agency and approved. The QI plan shall be reviewed annually by Contractor to ensure that it continues to reflect Contractor's current organizational processes. If updates are required, the revised QI Plan shall be submitted to the EMS Agency or if there are no updates, a signed and dated QI Plan cover sheet shall be submitted to the EMS Agency during the annual program review;
 - 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to the applicable scope of practice for the patient transports performed by Contractor's personnel, analysis of data (including any corrective actions taken, such as classes, meetings, bulletins, etc.); and
 - 3) documented organizational QI meetings to ensure compliance with Master Agreement requirements and adherence to medical and dispatch protocols and performance standards as established by the EMS Agency.

4.13 Procedural Guidelines for Patient Transportation

- 4.13.1 Calls for patient transportation shall be assigned to one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one company may be called to ensure an acceptable response time.
- 4.13.2 CDO shall specify the level of staffing and any special needs (e.g. vehicle that allows for securing of a neonatal isolette, female attendant, etc.) required in its request to Contractor, whether an ambulance, BLS, ALS, or CCT staffed ambulance, and whether a registered nurse and/or respiratory care practitioner team is required for a CCT transport. CDO will only request ALS or CCT

level staffing from contractors who provide such service(s) on a 24-hours per day, seven (7) days per week basis. If an ambulette or van is requested, Contractor shall be reimbursed at the ambulette rate regardless of the type of vehicle dispatched by Contractor, including an ambulance.

- 4.13.3 During the initial call, CDO shall inform the Contractor transportation dispatcher of response time requirements (e.g., Immediate, Urgent, Prescheduled), exactly where Contractor personnel are to pick-up patient, and whether a female attendant is required. Such female attendant must be an EMT assigned to the responding ambulance and additional charges are not applicable.
- 4.13.4 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor dispatcher or other pre-established means. Failure to contact CDO may result in non-payment for the transport.
- 4.13.5 Contractor personnel shall contact and request approval from CDO for waiting times exceeding the first sixty (60) minutes. Waiting time is only applicable when the transporting EMTs are with the patient or in an area proximal to the patient, at the pick-up and/or destination point. Waiting time will only be paid if CDO directs the Contractor personnel to continue to wait for the patient. Wait time charges will not be approved after the fact.
- 4.13.6 County staff must always be present with the patient when Contractor personnel arrive at the patient's bedside for transport from a County-operated health facility.
- 4.13.7 Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If this occurs and the decision is made not to transport the patient, Contractor shall notify CDO. Contractor will be reimbursed at the dry run rate.
- 4.13.8 Contractor personnel shall be in compliance with the EMS Agency Prehospital Care Manual, Reference No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

- (a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of patients with behavioral emergencies and the safe restraint of patients

when necessary, and a copy of that acknowledgment shall be retained in the employee's file;

- (b) County staff is responsible for the management of the patient at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:
 - (1) If applicable, the patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and
 - (2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

4.13.9 Contractor personnel shall not be required to transport a second patient.

4.13.10 County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.

4.13.11 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:

- (a) Patient's name with pickup site and destination address;
- (b) Presenting problem;
- (c) Potential for unpredictable behavior and dangerousness;
- (d) Current substance abuse, known contagious or infectious diseases; and other medical problems;
- (e) Whether medication has been administered and all applicable precautions.

4.13.12 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if in restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).

- 4.13.13 Contractor personnel are not required to leave or "trade" their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport, Contractor shall assure that they are returned to the County facility as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.
- 4.13.14 After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patient may not be accepted before the evaluation. (Applicable waiting times, when approved by CDO, shall be applied in the latter circumstance.)
- 4.13.15 In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor dispatcher who shall contact CDO for instructions.
- 4.13.16 The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five Dollars (\$25) cash or more than twenty (20) lbs. or one (1) bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than Twenty-Five Dollars (\$25). The County's CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five Dollars (\$25) cash, twenty (20) lbs. or one (1) bag of patient's personal property.
- 4.13.17 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO, and shall not make any intermediate stops en route (e.g., the patient's home). If for any reason the patient is released by Contractor personnel or elopes before the destination is reached, CDO must be immediately notified. If the patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital consistent with applicable Los Angeles County Prehospital Care Manual. The CDO shall be notified whenever the transport unit is diverted. If the transport is ALS staffed, the appropriate base hospital shall also be notified.

- 4.13.18 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 4.13.19 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's companion, relative or guardian, and the patient refuses to be transported without such companion, parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable dry run rate.
- 4.13.20 When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility shall request CDO to provide a female attendant. The female attendant must be one of the transporting personnel certified at the EMT level, at minimum. Contractor shall endeavor to provide a female attendant upon request of CDO and there are no additional charges that apply for the provision of such female attendant. If Contractor is unable to provide a female attendant, other companies may be called to determine the availability of a female attendant.
- 4.13.21 Contractor may bill for patient care related charges, if utilized during transport, without prior approval from CDO as follows:
- (a) Oxygen administration during BLS level transports.
- 4.13.22 Dry run charges are only applicable if the responding ambulance or ambulette arrives at the patient pick-up location; they are not applicable if the call is cancelled en route.

TRANSPORTATION OVERFLOW AGREEMENT

RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE
TRANSPORTATION

County will pay Contractor at the following rates for transportation overflow services requested and authorized by Central Dispatch Office (CDO).

NOTE: Rates set forth in this Exhibit begin to apply after Contractor's unit arrives at the site of pickup except with respect to "wait and return" services expressly authorized hereunder.

A. AMBULANCE TRANSPORTATION RATES:

County will pay Contractor for these ambulance transportation services at the following rates:

<u>Service</u>	<u>Rate</u>
Basic Life Support (BLS) Base Rate - First patient	\$212.16
Advanced Life Support (ALS) Base Rate - First patient (Two Paramedics on Board unless Provider is approved by the EMS Agency to provide ALS service with one paramedic and one EMT)	\$321.42
NOTE: Bonus applied if ALS ambulance arrives on scene within 60 minutes of CDO request	\$125.00
Critical Care Transports (CCT)	
CCT Registered Nurse (RN) Base Rate - First patient	\$716.04
CCT Respiratory Care Practitioner (RCP) Base Rate - First patient	\$716.04
CCT RN & RCP Base Rate - First patient	\$895.00
NOTE: Bonus applied if CCT ambulance arrives on scene within 60 minutes of CDO request	\$125.00

The registered nurse rate and/or respiratory care practitioner rate is paid on an hourly basis if the CCT transport exceeds three-hours. This rate applies only when Contractor supplies the registered nurse and/or respiratory care practitioner. County will compensate providers of CCT level transports at the base rate for the registered nurse and/or respiratory care practitioner, for mileage, and the additional time the nurse or respiratory care practitioner is on board the ambulance after the initial three hours.

Following services are per hour (or fraction thereof after the first three hours):

RN – Staffed (Nurse Staffed) Ambulance (non-County staff) per hour, One RN maximum	\$114.00
RCP – Staffed Ambulance (non-County staff) per hour, One RCP maximum	\$114.00

In addition to the applicable BLS, ALS or CCT base rate, the following are allowable services that may be charged as applicable to the specific transport:

<u>Service</u>	<u>Rate</u>
Second and each additional patient	\$ 45.00
Mileage Per Mile (One-Way, Patient on Board)	\$ 6.00
Oxygen	\$ 31.00
Transport of Neonatal Intensive Care Isolette	\$190.00
Waiting Time per 30 Minutes (For each 30 minute period or fraction thereof, after the first 60 minutes of waiting time have elapsed)	\$100.00

The total charges shall be the sum of the appropriate base rate (BLS, ALS, CCT with RN, RCP or RN and RCP), mileage rate applied to the distance actually traveled with the patient onboard, the time rate applied to CDO authorized waiting time, plus any other special charges, which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

B. MODIFICATION OF AMBULANCE RATES:

Any modification of rates in regards to the Cost of Living Adjustment will be made in accordance with the Master Agreement Paragraph 5.0 MASTER AGREEMENT SUM, sub-paragraph 5.6.

C. AMBULETTE TRANSPORTATION RATES:

County shall pay Contractor for these ambulette transportation services at the following rates throughout the term of this Agreement:

<u>Service</u>	<u>Rate</u>
First Patient	\$42.59
Two Patients, Each Patient	\$22.75
Three Patients, Each Patient	\$19.25
Four Patients or More, Each Patient	\$14.00
Mileage Per Mile (One-Way, Patient on Board)	\$3.50
Waiting Time Over 15 Minutes (for each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed)	\$8.00

The total charges shall be the sum of the appropriate number of patient(s) rate, mileage rate applied to the distance actually traveled with the patient(s) onboard, and the time rate applied to CDO authorized waiting time. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

D. DRY RUN RATES:

1. Ambulance:

The dry run rate for ambulance shall be computed by using the appropriate base rate(s) (BLS, ALS, CCT), and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulance(s) arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the sending County facility or if the patient refuses transport.

2. Ambulette:

The dry run rate for ambulette is computed by using the appropriate number of patient(s) rate included in Paragraph D of this Exhibit, and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulette(s), arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the requesting County facility or if the patient refuses transport.

E. AMBULANCE/AMBULETTE WAITING TIME RATE:

The waiting time rate is based on the appropriate rates defined in Paragraphs A and C of this Exhibit, and shall be applicable at the point of patient pickup as well as at the destination point, to the exclusion of the first 60 minutes at both ends of the run. This rate shall apply only if the Contractor's personnel contacts and informs CDO of waiting times exceeding the first 60 minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait at the sending or receiving facilities.

F. AMBULANCE/AMBULETTE WAIT AND RETURN RATE:

A "wait and return" typically involves outpatient treatment at a facility outside of the County system in which the ambulance/ambulette waits for the patient. The wait and return rate shall be applicable when requested and authorized by CDO and shall include: the applicable ambulance or ambulette mileage rate (to and from the wait and return destination) and the rate applied to waiting time (the authorized period of time from arrival at site through departure from site to the exclusion of the first 60 minutes). In addition, County shall compensate Contractor as follows:

Ambulances: The base rates (BLS, ALS, CCT), and oxygen, if applicable, are billable only once for the entire round trip. Mileage shall be paid for the round trip.

Ambulettes: The ambulette "first patient rate," is billable only once for the entire round trip. Mileage shall be paid for the round trip. Note: Oxygen is not applicable for ambulettes.

G. CONTRACTOR PERFORMANCE DURING INCIDENTS OF CIVIL UNREST, MULTIPLE CASUALTY INCIDENTS, OR DISASTERS:

County will pay Contractor at rates established in this Exhibit only for those services requested and/or authorized by CDO including incidents of civil unrest, multiple casualty incidents, or disaster. The billing address for these CDO requested ambulance/ambulette services is as follows:

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Attention: Ambulance Billing Coordinator

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

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/>

EXHIBIT H

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

- H1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's Master Agreement.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor Name _____ Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Master Agreement.)

Contractor Name _____ Non-Employee Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

“BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

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

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

- with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date

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

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

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012, PRIVACY@ceo.lacounty.gov** that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

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

15. OBLIGATIONS OF COVERED ENTITY

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

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except

to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on

- behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

BUSINESS ASSOCIATE LISTING

Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____