

COUNTY OF LOS ANGELES

Public Health

CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.
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BOARD OF SUPERVISORS

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April 14, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 April 14, 2015

Dear Supervisors:

PATRICK OSAWA
ACTING EXECUTIVE OFFICER

APPROVAL TO EXECUTE ONE MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF MEDIA SERVICES FOR THE EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute one Master Agreement Work Order for the provision of media services for the Early Childhood Obesity Prevention Initiative.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute a Master Agreement Work Order (MAWO), substantially similar to Exhibit I, with Fraser/White, Inc. dba Fraser Communications (Fraser Communications), for the provision of media services in all four media categories (designing and creating, mechanicals, social media, and outreach) for DPH's Early Childhood Obesity Prevention Initiative (ECOPI) project, effective upon date of Board approval through June 30, 2016, at a total maximum obligation not to exceed \$2,045,000; 100 percent offset by Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA) funding.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute an amendment to the MAWO that extends the term for one year, through June 30, 2017, at an annual maximum obligation not to exceed \$900,000, contingent upon the availability of funding and contractor performance, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute a MAWO with Fraser Communications as a result of a competitive work order solicitation (WOS) process, for the ECOPI project.

The ECOPI project is a community-based public education, skills-building and environmental change project promoting physical activity and healthy eating among the nearly one million Los Angeles County children ages 0-5, their families, and postpartum women. ECOPI is overseen through a collaborative effort between DPH's Division of Chronic Disease and Injury Prevention (DCDIP) and Maternal, Child, and Adolescent Health (MCAH) Programs, and consists of several major interventions which are to be implemented countywide. Two of these interventions, consisting of a partnership between a broad range of County and community-based partners, are: 1) Choose Health LA Kids - an intensive, community-based public education and skills-building campaign by DCDIP to increase communities' capacities to promote healthy eating and active living practices; and 2) Choose Health LA Moms (CHLAMoms) - MCAH's provision of nutrition, physical activity, and stress management resources offered through individual and organizational channels to support women's postpartum health.

Under the MAWO, Fraser Communications will implement up to four public health education campaigns, targeted at children ages 0-5, their families, and postpartum women, to increase public awareness of healthy eating and active living; develop a user-friendly interactive web application; and provide media support for additional ECOPI project activities countywide in all four media categories as follows:

1) Designing and Creating: Design, create, develop, plan, implement, and manage several targeted, culturally and linguistically diverse media campaigns, including campaigns to reduce sugar sweetened beverage consumption and portion sizes, promote a re-launch of the Choose Health LA Restaurants program, and a campaign to increase awareness of a user-friendly interactive web application. Activities to be provided include: a) develop creative material for television, radio, internet websites, billboards, taillight bus displays, bus shelters, print ad and other media outlets; b) develop an externally hosted web application to register and promote resources to support and improve women's postpartum health; c) conduct focus groups for DPH/ECOPI-identified target populations; and d) provide support as needed including media strategy, press releases, media material development, and logistics and coordination of media events on healthy eating and active living topics targeted to children ages 0-5, their families, and postpartum women.

2) Mechanicals: Develop media buy plans that include the following activities: a) develop, negotiate, and secure media buy plans including but not limited to: television, radio, billboards, taillight bus displays, bus shelters, print ads, non-traditional media buying (e.g., mobile and smartphone ads, digital, and social media), internet websites, and other media outlets; b) distribute press releases, secure media venues, and speaking engagements to complement paid media buy; and c) provide detailed media reports, including ad placement metrics and tracking.

3) Social Media: Provide ECOPI content for Choose Health LA and CHLAMoms website, social media platforms such as Facebook, Twitter, YouTube, etc. Activities to be provided include: a) developing social media messages for chosen platforms using DPH/ECOPI approved message strategies; and b) updating and maintaining approved DPH/ECOPI social media platforms.

4) Outreach: Plan, execute, and manage community outreach to support public health education

campaigns and raise awareness. Activities to be provided include: developing and submitting outreach plans, including messages and materials incorporating program curriculum and program enrollment options for both in-person and online platforms.

Approval of Recommendation 2 will allow DPH the option to execute an amendment to the MAWO to extend the term for one year and provide additional funding to enhance and expand ECOPI scope objectives and/or activities, as approved by First 5 LA.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total contract maximum obligation for the ECOPI MAWO shall not exceed \$2,945,000, consisting of \$200,000 for the period effective upon date of Board approval through June 30, 2015; \$1,845,000 for the period of July 1, 2015 through June 30, 2016; and up to \$900,000 for the one-year extension period effective July 1, 2016 through June 30, 2017, contingent upon the availability of funding and contractor performance; fully offset by funding from First 5 LA.

There is no net County cost associated with this action.

Funding for the ECOPI MAWO has been included in DPH's fiscal year (FY) 2014-15 and will be included in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 9, 2013, your Board authorized the execution of 17 Master Agreements for the provision of media services in one or more of the following categories: designing and creating, mechanicals, social media, and outreach. Additionally, your Board delegated authority to the Director of DPH, or his designee, to execute:

- 1) Additional Master Agreements with other firms that submitted a Statement of Qualifications which met all of the requirements of the initial Request for Statement of Qualifications released on October 12, 2012; and
- 2) MAWOs for services performed under the Master Agreements with the following criteria for each MAWO: a) \$399,999 or less annually, DPH will notify your Board of the MAWO once approved by County Counsel; b) \$400,000 to \$699,999 annually, upon approval from County Counsel, DPH will provide two weeks advance written notice to your Board and, unless otherwise instructed, will execute the MAWO; and c) \$700,000 or more annually, DPH will return to your Board for approval.

On April 14, 2014, your Board was notified that DPH was exercising the above-referenced delegated authority to execute eight additional Master Agreements for the provision of media services in one or more of the four media service categories.

DPH is returning to your Board for authorization to execute the ECOPI MAWO since this recommended action exceeds DPH's current delegated authority to execute MAWOs that are less than \$700,000 annually.

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

On January 29, 2015, DPH issued a Media Services WOS for the ECOPI Project (MEDIA-WOS-5) to the 13 DPH Media Services Master Agreement Contractors qualified to provide media services in all four of the media service categories: designing and creating, mechanicals, social media, and outreach.

Proposers' written questions were due by February 2, 2015. The responses to Proposer questions received by the due date were to be released on February 9, 2015. However due to the technical nature of the questions, additional time was needed to research and develop responses to the questions received. On February 6, 2015, DPH released WOS Addendum Number 1 to extend questions and answers release date February 9, 2015 to February 10, 2015 and the proposal submission due date from February 19, 2015 to February 20, 2015. On February 10, 2015, DPH issued WOS Addendum Number 2 to provide responses to the Proposer questions. There were no requests for a Solicitation Requirements Review.

By the due date of February 20, 2015, DPH received three proposals. No proposals were received late or disqualified. Proposals were reviewed by an evaluation committee that consisted of subject matter experts. Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009.

As a result of the evaluation process, DPH is recommending a MAWO award to Fraser Communications. The recommended proposer met all the requirements, was found to be responsible and responsive, and had the highest scored proposal.

A debriefing was requested by two non-selected proposers. There were no requests for a Proposed Contractor Selection Review.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

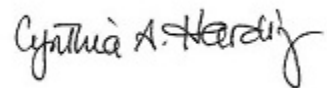
Approval of the recommended actions will allow DPH to execute a MAWO with Fraser to implement media activities promoting physical activity and healthy eating among the nearly one million Los Angeles County children ages 0-5, their families, and postpartum women.

The Honorable Board of Supervisors

4/14/2015

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Respectfully submitted,

A handwritten signature in black ink that reads "Cynthia A. Harding". The signature is written in a cursive style with a large, looped initial "C".

Cynthia A. Harding, M.P.H.

Interim Director

CAH:srp:nmsBL03

041

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

Master Agreement Number:PH-002440
Work Order Number: PH-002440-W1

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
MASTER AGREEMENT WORK ORDER
FOR
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC. dba FRASER COMMUNICATIONS

This Master Agreement Work Order and Attachments made and entered into this day of 2015 by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as County and Fraser/White, Inc., dba Fraser Communications, hereinafter referred to as Contractor. Contractor is located at 1631 Pontius Avenue, Los Angeles, California 90025.

RECITALS

WHEREAS, on April 9, 2013 the County of Los Angeles and Contractor, entered into Master Agreement Number PH-002440 to provide media services for the Department of Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation No. MEDIA-WOS-5 released by the County on January 29, 2015, for designing and creating; mechanicals; social media; and outreach media services; and

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

WHEREAS, all terms of the Master Agreement PH-002440 shall remain in full force and effect; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Attachments:

- 1.1 Attachment A - Statement of Work
- 1.2 Attachment B - Scope of Work
- 1.2 Attachment C - Hosted Software Application Security Requirement Assessment
- 1.4 Attachment D - Business Requirements Document
- 1.5 Attachment E - Information Security Requirements
- 1.6 Attachment F - Service Level Requirements
- 1.7 Attachment G - Budget
- 1.8 Attachment H - Forms Required for Each Work Order Before Work Begins

Unique Attachments:

- 1.9 Attachment I – Forms Required at Completion of Each Work Order Involving Intellectual Property That is Developed/Designed by Contractor
- 1.10 Attachment J – Business Associate Agreement Under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

2.0 WORK

- 2.1 Pursuant to the provisions of this work order, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and

Attachment B, Scope of Work (collectively, "Services") in accordance with the MAWO. This MAWO shall constitute the complete and exclusive statement of understanding between the parties, relating to the subject matter of this work order.

2.2 Contractor shall achieve Web Application Acceptance upon successful completion and delivery of all work, Services, and testing protocols as set forth in Attachment B Scope of Work, Term 2, Activities 3.9, (herein, "Final Acceptance").

3.0 TERM OF MASTER AGREEMENT WORK ORDER

3.1 The term of this MAWO shall be effective upon date of Board approval and continue in full force and effect through June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT RATES

Contractor shall provide media services at the specified rates in Attachment G, Budget. Contractor shall not add or replace services or personnel without the prior written permission of the County Project Director or his designee.

5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY

In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such a revised scope/description of work, an Amendment to the MAWO shall be prepared by Director and executed by the Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1.5.

6.0 FUNDING SOURCE

Provision of services under this MAWO for EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE are 100 percent offset by Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA) funds.

7.0 MAXIMUM TOTAL COST AND PAYMENT

7.1 The Maximum Total Cost that County will pay Contractor for all Services to be provided under this MAWO for the Early Childhood Obesity Prevention Initiative shall not exceed the amount of Two Million Forty-Five Thousand Dollars (\$2,045,000) for the period of performance commencing effective

on the date of Board approval through June 30, 2016, unless otherwise revised or amended under the terms of this MAWO.

- 7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment G, Budget attached hereto and incorporated herein by reference.
- 7.3 Contractor shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.
- 7.4 All invoices submitted by Contractor for payment must be submitted for approval to the County Project Manager, or her designee no later than thirty (30) calendar days after month end.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County Project Manager, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 The Director of DPH, or his or her designee, may execute administrative amendments to the MAWO that a) extend the MAWO under the same terms and conditions; b) rollover unspent MAWO funds; c) provide an internal reallocation of funds between budgets in each term's annual base maximum obligation; d) increase or decrease funding in each term's annual base maximum obligation, according to the following criteria: (i) \$399,999 or less annually, upon approval by County Counsel and upon notification to Board; (ii) \$400,000 to \$699,999 annually, upon approval from County Counsel, DPH will provide two weeks advance written notice to the Board and, unless otherwise instructed, will execute Amendment; (iii) \$700,000 or more annually, DPH will return to the Board for approval; and (e) make corresponding service adjustments, as necessary, contingent upon the availability of funds, subject to review and approval by County Counsel, and notification to the Board and Chief Executive Office. All administrative amendments shall be prepared by the Director of DPH, or his/her designee, executed by the Contractor and Director or his designee, as authorized by the Board, and incorporated into and become part of this MAWO.

7.7 The Director of DPH, or his designee, may execute Change Notices to the MAWO that a) permit modifications to or within budget categories within each Budget, as reflected in Attachment G, Budget, up to an adjustment between all budget categories equal to 20 percent of each term's annual base maximum obligation, and corresponding adjustments of the Statement of Work (Attachment A) and or Scope of Work (Attachment B) tasks and activities; b) allow for changes to hours of operation and/or service locations; and c) correct errors in the MAWO's term and conditions. A written Change Notice shall be signed by the Director, or his/her designee, and Contractor, as authorized by the Board, and incorporated into and become part of this MAWO.

7.8 Retroactive budget modifications are not permitted. No modification shall increase the maximum total cost that County pays to Contractor as provided in Paragraph 7.1.

8.0 CONFLICT OF INTEREST

8.1 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO, further described in Master Agreement, Paragraph 8.8 Conflict of Interest. Each of Contractor's staff assigned to this Work Order shall sign Exhibit H4, Certification of No Conflict of Interest form.

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

9.0 MANDATORY COMPLETION DATE

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

10.0 SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or

that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

11.0 WARRANTY AND DISCLAIMER

Contractor represents and warrants to County that: (a) Contractor has full right, power, and authority to enter into and perform all of its obligations under the MAWO; and Contractor is legally authorized to execute and perform or cause to be performed the MAWO under the terms and conditions stated in the MAWO; (b) the Services will be performed in a timely, competent and professional manner and in accordance with the specifications, the requirements hereof, and the Statement of Work and Scope of Work; (c) the Web Application, as defined in Attachment A, Statement of Work, Paragraph 2, Definitions will meet the requirements in the Statement of Work and the Documentation and the Web Application will reflect professional quality standards. The Web Application will be free from any material defects, will satisfy the requirements set forth in the Statement of Work and will include all the features and functionality described in the Statement of Work and Scope of Work; (d) the Web Application, and anything resulting from the Services do not or will not infringe or otherwise violate any statutory or other rights of any third party in or to any Intellectual Property Rights (as defined below) therein; and no third party has asserted, is asserting or, to Contractor's knowledge has threatened or has or will have any reasonable basis to assert a claim of any of the foregoing. and (e) Contractor is the lawful owner of good and marketable title in and to the Intellectual Property Rights (as defined below) in the Web Application and has the legal rights to fully assign them. Contractor shall promptly and at no charge to County (i) re-perform any Services that do not meet the requirements of the MAWO; and (ii) correct all failures of any Website not in compliance with the requirements of the MAWO. No remedy set forth in the MAWO is intended to be exclusive of any other remedy and each remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

12.0 PROPRIETARY RIGHTS

12.1 Contractor understands and agrees that anything developed, designed and/or provided by Contractor in the course of providing the Services, including but not limited to, the Web Application, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County and subject to Sections 8.36.3 and 9.3 of the Master Agreement and this MAWO. Title to each shall automatically transfer from Contractor to County upon creation.

12.2 As used in this MAWO, "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (i) rights

associated with works of authorship, including exclusive exploitation rights, and copyrights, (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patent rights; (v) other proprietary rights in the Web Application; and (vi) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (i) through (vi) of this sentence. The Web Application, including any aspects, parts or components of them, in any form prepared, assembled or encountered by or provided to Contractor in connection with the provision of the Web Application or Services under the MAWO (as embodied in the Web Application) are owned exclusively by County.

- 12.3 Contractor and County intend that, to the extent permitted by law, the Web Application are conclusively deemed “works made for hire” within the meaning and purview of Article 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. To the extent that the Web Application do not qualify as a “work made for hire,” Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other tangible or intangible, Intellectual Property Rights embodied in or pertaining to the Web Application prepared for County under the MAWO, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that County may reasonably request in order to assist County in perfecting its rights in and to the Intellectual Property Rights relating to Web Application, at the sole expense of County.
- 12.4 Contractor must deliver or cause to be delivered to County the Web Application, including all code, reports, profiles, analyses, programs, recommendations, guidelines, notes and memoranda related to the Web Application promptly in accordance with the time limits prescribed in the MAWO, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the MAWO. In the event of the failure by Contractor to make such delivery upon demand, then and in that event, Contractor must pay to County any damages County may sustain by reason of Contractor’s failure.
- 12.5 Pre-existing Rights. Rights in the Web Application shall not include either party’s pre-existing (prior to the effective date of the MAWO) proprietary information, methodologies, software, materials, concepts, or project tools developed without any connection or reference to the Services or related to the MAWO (“Preexisting Materials”). To the extent any Contractor Preexisting Materials are incorporated into the Web

Application, Contractor hereby grants to County a fully-paid, royalty-free, irrevocable, perpetual, non-exclusive, transferable (including right to sublicense), right and license to use the Preexisting Materials for County's business. To the extent any Preexisting Materials of any third party are incorporated into the Web Application, Contractor hereby provides to County a fully-paid, royalty-free, irrevocable, perpetual, non-exclusive, transferable (including right to sublicense), right and license to use the Contractor Preexisting Materials for County's business from such third party. County grants to Contractor a limited, non-exclusive, non-transferable, revocable right and license to use County Preexisting Materials for the sole purposes of performing its obligations under the MAWO.

13. OWNERSHIP OF USER DATA

- 13.1 To the extent applicable, County will be the sole and exclusive owner of any and all information or data input into the Web Application by or on behalf of County and all results, data and other information generated by the Web Application from processing such data, including compilations and derivative works thereof ("User Data") and other information entered into the Web Application by County or any user, including and any and all updates or modifications to User Data. All User Data shall be deemed the County's Confidential Information.
- 13.2 Upon any expiration or termination of this MAWO, and continuously throughout the term of this MAWO, Contractor shall make available to and otherwise provide County with a complete copy of the most recent back up of the User Data in a mutually agreed upon, commercially standard format that is compatible with County's then existing systems, and will make commercially reasonable efforts to assist County in the transition of such User Data as reasonably requested by County. Upon request, Contractor, within ten (10) days of notification by County or six (6) weeks prior to the expiration or termination of the MAWO, will certify in writing its compliance with this section to the County.
- 13.3 This MAWO shall not be construed as granting any ownership rights in Contractor to any User Data or any other County Confidential Information, which means any information disclosed to County or any employee or contractor of County that is designated by Contractor as confidential or proprietary. The User Data shall not be used by Contractor for any purpose other than as required under this MAWO or applicable law, statute or regulation, nor shall the User Data or any part of the User Data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors,

employees, subcontractors or agents. County agrees that Contractor may use de-identified aggregate User Data on Web Application owned or operated by Contractor and in Contractor's newsletters and articles authored by or on behalf of Contractor for purposes of referencing the total number of persons served by County, and for other purposes approved in writing by County.

- 13.4 Contractor shall not retain, and shall have no obligation to retain, any User Data, for any period longer than necessary for Contractor to fulfill its obligations under this MAWO. As soon as Contractor no longer needs to retain such User Data in order to perform its duties under this MAWO, Contractor shall promptly return to County and destroy or erase all originals and copies of such User Data.

14.0 OWNERSHIP OF Web Application.

14.1 Web Application

County shall have the right to register all rights, including trademarks, copyrights and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's right, title, and interest, including copyrights and patents, in and to the Web Application. Within thirty (30) days after Web Application Acceptance, and upon subsequent request(s) by County, Contractor shall provide a complete copy of the source code, object code and all Documentation related to the Web Application in a hard copy, CD-ROM, and/or any other format requested by County.

14.1.1 County and Contractor agree that County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation; additionally, the federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this MAWO, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section.

14.1.2 Contractor may retain possession of all working papers prepared by Contractor. During and subsequent to the term of this MAWO, County shall have the right to inspect any and all such working

papers, make copies thereof, and use the working papers and the information contained therein without restrictions.

14.2 Commercially Available Software

Commercially Available Software, as defined in Attachment A, Statement of Work, Paragraph 2, Definitions, and all right, title, and interest therein and thereto is not subject to the ownership provisions of Subparagraph 14.1 (Web Application Software). In the event any customization is developed for the use of Commercially Available Software, such customized software shall be considered part of the Web Application software and subject to the ownership provisions of Subparagraph 14.1 (Web Application Software). Contractor shall not utilize any Third Party Software, as defined in Attachment A, Statement of Work, Paragraph 2, Definitions, for use in the System unless the Third Party software is commercially available. Contractor shall ensure that County has either the option to own or to enter into a perpetual, irrevocable, unrestricted, royalty-free license to use, copy, modify, and sublicense the Commercially Available Software in connection with the conduct of County's business upon expiration or termination of this MAWO or County-requested transfer of the Web Application to County or a third party for County's management and operations.

14.3 Documentation

County shall own and have all rights, title and interest in and to all Documentation. Contractor shall, within fifteen (15) Days of the County's request(s), make available to County, by means of DVD, CD ROM, tape, disk, or other digital storage media acceptable to County, any or all of such Documentation as may be requested by County.

15.0 ADDITIONAL INSURANCE COVERAGE

In addition to the insurance coverage requirements pursuant to the Master Agreement, Paragraph 8.24, Insurance Coverage Contractor shall be required to provide the additional insurance coverages as outlined below:

15.1 Technology Errors & Omission Insurance

Contractor shall name County and its agents as an additional insured, and including coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis, (2) system programming, (3) data processing, (4) systems integration, (5) outsourcing including

outsourcing development and design, (6) systems design, consulting, development and modification, (7) training services relating to computer software or hardware, (8) management, repair and maintenance of computer products, networks and systems, (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software, (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data input, and any other services provided by the vendor with limits not less than \$3 million per claim and in the aggregate.

15.2 Privacy/Network Security (Cyber) Liability Coverage

Contractor shall name County and its agents as an additional insured, and providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how occurs], (2) system breach, (3) denial or loss of service, (4) introduction, implantation, or spread of malicious software code, (5) unauthorized access to or use of computer systems with limits not less than \$3 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

ALL TERMS OF THE MAWO SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS MAWO ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT. REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

CONTRACTOR

By: _____
Cynthia A. Harding, M.P.H.
Interim Director

Signed _____

Printed _____

Date: _____

Title _____

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

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

**ATTACHMENT A
STATEMENT OF WORK**

**EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC. dba FRASER COMMUNICATIONS**

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ATTACHMENT A
STATEMENT OF WORK
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC. dba FRASER COMMUNICATIONS

1.0 INTRODUCTION - SCOPE OF WORK

The Early Childhood Obesity Prevention Initiative (ECOPI) was launched by the County of Los Angeles, Department of Public Health (DPH) - Division of Chronic Disease and Injury Prevention (DCDIP) and the Maternal, Child, and Adolescent Health (MCAH) Program, in partnership with the Los Angeles County Children and Families First – Proposition 10 Commission (First 5 LA).

ECOPI is a community-based public education, skills-building and environmental change project promoting physical activity and healthy eating among the nearly one million Los Angeles County children ages 0-5 and their families. ECOPI is overseen through a collaborative effort between DCDIP and MCAH, and consists of several major interventions which are to be implemented countywide. Two of these interventions, which consist of a partnership between a broad range of county and community-based partners, are:

- (1) Choose Health LA Kids (CHLAKids) - an intensive, community-based public education and skills-building campaign by DCDIP to increase communities' capacities to promote healthy eating and active living practices, and
- (2) Choose Health LA Moms (CHLAMoms) - MCAH's provision of nutrition, physical activity, and stress management resources offered through individual and organizational channels to support women's postpartum health.

Contractor shall serve as the ECOPI media firm to implement up to four (4) targeted and countywide public health education campaigns targeted at children ages 0-5, their families, and postpartum women; develop a Web Application and provide media support for additional ECOPI activities as described herein and as detailed in Attachment B, Scope of Work.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Master Agreement.

3.0 QUALITY CONTROL

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

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Master Agreement, Sub-paragraph 8.14, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend meetings as required by DPH.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor's Project Manager.

The County will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Project Manager is required to respond in writing to the County within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County within fifteen (15) workdays.

4.3 County Observations

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

5.0 DEFINITIONS

Throughout this document, references are made to certain persons, groups, or Departments/Agencies, as identified below. Additional definitions can be found in the Master Agreement, Paragraph 2, Definitions.

1. "Commercially Available Software" shall mean all operating software, utilities software, middleware, and other Third Party Software or commercial off-the-shelf software.

2. "Documentation" shall mean all written and electronic materials provided or made available by Contractor under this MAWO, including, but not limited to, documentation relating to the software specifications and functions, training materials, functional requirements, technical information, flow charts, user guides and all instructions and reference materials relating to the capabilities, operations, installation and use of the web application and/or applicable components.
3. "Responsive Website" shall mean enabling responsive design on all websites to detect the user's screen size and orientation and change the layout accordance with a desktop, tablet or smartphone style sheet depending on the query response.
4. "Services" shall mean any design, development, migration, and implementation, hosting, maintenance, and operational support services involving the Websites, and Web Application which are enumerated in Attachment B (Scope of Work).
5. "Third Party Software" shall mean any software of third party(ies) that may be used by Contractor as part of the Web Application software, including operating software.
6. "Web Application" shall mean the combination of Choose Health LA Moms Responsive Website and application software for the foregoing, to be used by MCAH in providing nutrition, physical activity, and stress management resources offered through individual and organizational channels to support women's postpartum health.
7. "Websites" shall mean the websites: <http://www.choosehealthla.com/> and their associated web pages, web content and County information.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Master Agreement, and any related Master Agreement Work Order, according to the Master Agreement, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of the Master Agreement and/or Master Agreement Work Order.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items (Intentionally Omitted)

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to Contractor's Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number and e-mail address where Contractor's Project Manager may be reached on an as-needed basis. The Project Manager shall respond to the County within twenty-four (24) hours after the County initiates contact.
- 6.3.2 Contractor must have a dedicated full-time Project Manager to act as a central point of contact with the County.
- 6.3.3 Contractor's Project Manager must have the following:
- 6.3.3.1 Ten (10) or more years of demonstrated experience, within the last fifteen years, in purchasing media and overseeing the design and creative process for local government or educational entities, similar to the required services identified in Attachment B, Scope of Work;
 - 6.3.3.2 Able to effectively communicate in English, both orally and in writing; and
 - 6.3.3.3 Located in Contractor's Los Angeles County office.
- 6.3.4 Contractor's Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement Work Order.

6.4 Personnel

- 6.4.1 Contractor, or consultant/subcontractor, must have designated staff which collectively possess the following background and experience, necessary to successfully complete the required services specified in Attachment B, Scope of Work, within the estimated time frame. Contractor or subcontractor's staff must possess the following skills:
- a. Conducting and documenting functional and technical requirements;
 - b. Designing web applications (using Visual Studio .NET Framework 4.0 or above, ASP .NET, and C#);
 - c. Developing .NET application;
 - d. Designing, building and modifying web pages (508 web accessibility standards);

- e. Developing creative design styles and digital imaging;
- f. Creating responsive websites using HTML5, media; queries and Cascade Style Sheets (CSS); and
- g. JavaScript and cross-browser compatibility troubleshooting techniques;
- h. Creating User Interface (UI) design and performing usability testing; and
- i. Performing analytics (track and monitor website usage).

6.5 Uniforms/Identification Badges (Intentionally Omitted)

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training (Intentionally Omitted)

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Master Agreement Work Order. When the office is closed, an answering service shall be provided to receive calls. **The** Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.

6.8.1 Contractor shall be required to provide telephone and e-mail responses to the County's Project Manager or designee Monday through Friday 8:00 a.m. to 5:00 p.m. PST.

7.0 HOURS/DAY OF WORK (INTENTIONALLY OMITTED)

8.0 WORK SCHEDULES (INTENTIONALLY OMITTED)

9.0 UNSCHEDULED WORK (INTENTIONALLY OMITTED)

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Contractor shall implement up to four (4) targeted and countywide public health education campaigns targeted at children ages 0-5, their families, and postpartum women; develop Web Application; and provide media support for additional ECOPI project activities Countywide, in all four (4) of the media categories, outlined

below. In addition to the specific work requirements listed herein, Attachment B, Scope of Work provides the specific ECOPI project goals, objectives, activities, timeline, etc. related to the services to be provided under this Master Agreement Work Order. Attachment B, Scope of Work will also serve as a guide in monitoring Contractor's performance under the Master Agreement Work Order.

10.1.1 Designing and Creating: Plan, design, create, develop, implement, and manage several targeted, culturally and linguistically diverse media campaigns to increase public awareness of healthy eating and active living topics targeted at children ages 0-5, their families, and postpartum women. Activities shall include the following:

1. Develop creative material for television, radio, internet websites, billboards, taillight bus displays, bus shelters, print ads and other media outlets. Creative material includes but is not limited to: videos, interactive online tools like cost calculators, mobile and smartphone content, and digital media content.
2. Develop an externally hosted Web Application to register and promote resources to support and improve women's postpartum health in both English and Spanish.
 - a) The following attachments provide the required service level specifications required by County, with respect to the Web Application, to be developed and provided by Contractor or subcontractor under the Master Agreement Work Order:
 - i) Attachment C, Public Health Hosted Software Application Security Requirement Assessment;
 - ii) Attachment D, Business Requirements Document; and
 - iii) Attachment E, Information Security Requirements; and
 - iv) Attachment F, Service Level Requirements
3. Provide Hosting, Maintenance and Operational Support for Web Application and Websites as defined in Attachment B, Scope of Work and Attachment F, Service Level Requirements.
4. Conduct focus groups for DPH/ECOPI-identified target populations. This includes the development and submission of communication plans that will include, but is not limited to: target population(s), media messages, graphics and ad creative proposals as well as any proposals for digital media elements to be created.
5. Provide support as needed including strategic counsel, press releases, technical assistance, media material development and logistics for coordinating media events on healthy eating and active living topics targeted at children ages 0-5, their families and postpartum women. **Note:** Coordinating media events is defined as

writing and distributing press releases and media advisories or media alerts; creating visuals and media kits; pitching local media and national media, including both general market and ethnic media; planning, implementing, and managing all logistics day of the event including writing talking points for speakers, creating visuals, providing audiovisual equipment and securing location; and monitoring and collecting all earned media coverage pre- and post-event.

10.1.2 Mechanicals: Develop media buy plans in consultation with and to be approved by DPH/ECOPI, that include the following:

1. Negotiate and secure media buy plans including, but not limited to: television, radio, billboards, taillight bus displays, bus shelters, print ads, non-traditional media buying (defined as purchasing advertising for mobile and smartphone ads, digital, and social media), internet websites, and other media outlets as applicable to the County overall and to specific communities with children ages 0-5, their families and postpartum women.
2. Distribute press releases, secure media venues, and speaking engagements to complement paid media buy. The media buy plan will focus on women/child-oriented media outlets and will include production of visual and television elements (including formatting ads into desired sizes for different medium uses), total quantity of spot times and schedule at the direction of DPH/ECOPI. Media plans should also include online presence elements such as website banner ads, promotion through the media outlet's social media handles and other outreach opportunities.
3. Provide detailed media reports including ad placement metrics and tracking to DPH/ECOPI.

10.1.3 Social Media: Provide ECOPI content for Choose Health LA and CHLAMoms website, social media platforms, including but is not limited to: Facebook, Twitter, YouTube, and other appropriate platforms with approved messages to promote healthy eating and active living in children ages 0-5, their families and postpartum women. Activities include:

1. Develop social media messages for chosen platforms using DPH/ECOPI approved messages and strategies.
2. Update and maintain DPH/ECOPI approved social media platforms.

10.1.4 Outreach: Plan, execute and manage community outreach to support public education campaigns and to raise awareness of healthy eating and active living topics targeted at children 0-5, their families and postpartum women. This includes:

1. Develop and submit outreach plans, including messages and materials incorporating program curriculum and program enrollment options for both in-person and online platforms.
- 10.2 All projects must include as a final phase “Project Closure” and include the following: final invoice, final project status, and complete final report as requested by DPH. Project Closure cannot occur before the close of the project budget period. If the budget includes ongoing costs, project closure cannot occur until after the all ongoing support has been completed.

11.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 1)
Date of Board Approval Through June 30, 2015**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|---|--|---|--|
| | <p>1.3 Assigned Project Manager and any necessary staff must lead and participate in regular meetings with DPH/ECOPI staff to discuss media objectives, communications objectives, and updates on Scope of Work progress.</p> <p>1.4 Contractor shall provide a DPH-approved written communications plan to address all components of the SOW for both Term 1 and Term 2.</p> <p>a. First draft must be submitted within 10 business days of contract execution.</p> <p>b. Contractor to work closely with DPH to achieve grant funder approved plan within 30 days of contract execution.</p> <p>1.5 Notify DPH in writing within 5 days of any changes in staff assignments under this MAWO.</p> | <p>Monthly, or as required by DPH/ECOPI staff</p> <p>First draft due within 10 business days of contract execution</p> <p>Final draft due within 30 business days of execution</p> <p>Ongoing</p> | <p>1.3 Meeting agendas, minutes, and email correspondence will be kept on file.</p> <p>1.4 DPH-approved written communication plan will be kept on file.</p> <p>1.5 Contractor shall provide updated contact information for additional project staff assigned to work under this MAWO</p> |
| <p>2. Develop content for existing Websites, online resources and any social media applications as necessary.</p> | <p>2.1 Develop content for existing websites, online resources and any social media applications as necessary.</p> <p>2.2 During the term of the MAWO, County may decide to purchase any new website domains. If County elects to include this activity,</p> | <p>Date of execution- 6/30/15</p> <p>During the term of the MAWO, upon County's</p> | <p>2.1 Contractor shall maintain and provide an up-to-date contact sheet for all staff assigned to work on the Websites including all subcontractors for technical support or other needs.</p> <p>2.2 Contractor shall purchase new websites and provide a list of all web domains purchased and website</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 1)
Date of Board Approval Through June 30, 2015**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|--|--|--|--|
| | <p>Contractor shall purchase any new website domains for future use.</p> <p>2.3 Contractor shall provide Maintenance and Operational Support for existing Website as defined in Attachment F Service Level Requirements</p> | <p>request</p> <p>Date of execution – 6/30/15</p> | <p>hosting expiration dates.</p> <p>2.3 Provide ongoing Maintenance and Operational Support Services throughout the term of MAWO.</p> |
| <p>3. Develop Web Application for the CHLAMoms</p> | <p>3.1 Develop and submit Web Application Project Control Document (PCD) pursuant to Exhibit 1, Web Application Project Control Document to DPH/ECOPI for review and approval.</p> <p>3.2 Develop Functional Requirements Document, including interview sessions, with DPH/ECOPI team, gathering business requirements, consolidating and analyzing results of requirement gatherings.</p> <p>3.3 Begin Web Application design based on approved DPH/ECOPI Functional Requirements Document. Contractor shall develop a detailed Technical Design Document (TDD) prior to programming any part of the Web Application design. At a minimum, TDD shall include architecture diagram, required platform, detailed description of modules/components, list and description of, tables, fields, and entity</p> | <p>Within 30 business days of contract execution.</p> <p>One week after Web Application PCD is approved</p> <p>Upon approval of Functional Requirements Document</p> | <p>3.1 Submit PCD for DPH/ECOPI review and approval.</p> <p>3.2 Submit Functional Requirements Document to DPH/ECOPI for review and approval. At the minimum, the Functional Requirements document shall include the requirements stated in the Attachment D (Business Requirements Document), general layouts, site navigations.</p> <p>3.3 Submit Technical Design Document to DPH/ECOPI for review and approval. Review can take 10-15 business days. Developer to work with Public Health Information Systems (PHIS) to address any concerns, especially regarding security.</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 1)
Date of Board Approval Through June 30, 2015**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|--|--|---|---|
| | <p>relationships, page layouts, images and prototype. Web Application design must comply with section 508 web accessibility standards.</p> <p>3.4 Begin development of the Web Application based on the Technical Design Document approval from DPH/ECOPI.</p> | <p>Upon approval of Technical Design Document</p> | <p>3.4 Contractor shall complete the development of Web Application that meet DPH/ECOPI's technical specifications. During the development period, Contractor shall provide weekly status reports summarizing the status of the Web Application design and development.</p> |
| <p>4. Design, develop, and implement a County-wide public education campaign on Sugar Sweetened Beverages targeted toward families with children ages 0-5 to run a minimum of four (4) weeks to achieve more than 1 million media impressions.</p> | <p>4.1 Develop and submit campaign plan (including media buy plan) to DPH/ECOPI for review and approval. Plan will include target population, messages, draft ad creative, data to be collected and evaluated, media strategies/tactics, and paid media buy plan.</p> <p>4.2 Conduct a minimum of 2 (maximum of 4 focus groups) – in English and Spanish at a minimum – with parents/caregivers of children ages 0-5 to determine appropriate messaging, visuals and beverage alternatives to promote in SSB campaign.</p> | <p>Date of execution- 6/30/15</p> <p>Date of execution -6/30/15</p> | <p>4.1 Approval letter, media plan, marketing messages and draft ad creative will be kept on file.</p> <p>4.2 Focus groups and feedback summary will be kept on file.</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 2)
July 1, 2015 Through June 30, 2016**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|---|---|--|--|
| <p>1. Continue to provide strategic counsel for all communication and media activities for ECOPI.</p> | <p>1.1 Contractor shall maintain and provide an up-to-date contact sheet for all staff assigned to work under this MAWO including: name, title, address, phone number, and email address for each individual.</p> <p>1.2 Assigned Project Manager and any necessary staff must lead and participate in regular meetings with DPH/ECOPI staff to discuss media objectives, communications objectives, and updates on Scope of Work progress.</p> <p>1.3 Notify DPH in writing within 5 days of any changes in staff assignments under this MAWO.</p> | <p>7/1/15-6/30/16</p> <p>Monthly, or as required by DPH/ECOPI staff</p> <p>Ongoing-6/30/16</p> | <p>1.1 Contractor shall provide contact information for project staff assigned to work under this MAWO. Contractor will continue to submit a monthly time report that details how hours are billed by activity with each monthly invoice.</p> <p>1.2 Meeting agendas, minutes, and email correspondence will be kept on file.</p> <p>1.3 Contractor shall provide updated contact information for additional project staff assigned to work under this MAWO.</p> |
| <p>2. Develop content for existing Websites, online resources and any social media applications as necessary.</p> | <p>2.1 Develop content for existing websites, online resources and any social media applications as necessary.</p> <p>2.2 During the term of the MAWO, County may decide to purchase any new website domains. If County elects to include this activity, Contractor shall purchase any new website domains for future use.</p> | <p>7/1/15-6/30/16</p> <p>During the term of the MAWO, upon County's request</p> | <p>2.1 Contractor shall maintain and provide an up-to-date contact sheet for all staff assigned to work on the Websites, including all subcontractors for technical support or other needs.</p> <p>2.2 Contractor shall purchase new websites and provide a list of all web domains purchased and website hosting expiration dates.</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 2)
July 1, 2015 Through June 30, 2016**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|--|---|---|--|
| | <p>2.3 Provide Maintenance and Operational Support for existing Website as defined in Attachment F Service Level Requirements</p> <p>2.4 Provide all content, coding, applications, passwords, and website designs</p> | <p>Ongoing through 6/30/16</p> <p>Within ten (10) days of notification by County, or if no notification by County, six (6) weeks prior to the expiration or termination of the MAWO</p> | <p>2.3 Provide ongoing Maintenance and Operational Support Services throughout the term of MAWO.</p> <p>2.4 Contractor shall provide all content, coding, applications, passwords, and website designs to DPH.</p> |
| <p>3. Continue to develop a Web Application for CHLAMoms</p> | <p>3.1 Continue developing the Web Application based on County’s approval of the Technical Design Document. The Web Application must be built based on the following technical requirements:</p> <ul style="list-style-type: none"> • OS: Microsoft Windows 2008R2 or above • Database: SQL Server 2008R2 or above • Programming Languages: C#, JavaScript, HTML, CSS • Browser: comparable with all standard web browsers (i.e. Internet Explorer, Chrome, Firefox, Safari, etc.) and smart phone operation systems • Data encrypted at rest and in transit • Applications and data stored on separate | <p>7/1/15-7/31/15</p> | <p>3.1 Contractor shall complete the development of Web Application that meet DPH/ECOPI’s technical specifications. During the development period, Contractor shall provide weekly status reports summarizing the status of the Web Application design and development</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
SCOPE OF WORK (TERM 2)
July 1, 2015 Through June 30, 2016**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|-----------|---|--------------------------------------|--|
| | <p>servers</p> <ul style="list-style-type: none"> • Data provided to CHLA Moms as a comma-separated values (CSV) spreadsheet that can be downloaded from the secure server and converted to SAS data files for analysis <p>During this phase, web application designer and developer shall work with DPH Information Security Officer to ensure the Web Application meets the security requirements as set forth in Attachment C (Hosted Software Application Security Requirement Assessment)</p> <p>3.2 Post DPH/ECOPI approved content, which includes but is not limited to the following:</p> <ul style="list-style-type: none"> • Electronic data forms • Text messaging function • Program information sheets • Animated videos and video vignettes • Resource page to include CHLA Moms curriculum and supplemental modules, articles and guides on DPH/ECOPI approved content • Links to community partners, government and professional websites • Update website with new content and additional resources provided by DPH/ECOPI staff every two weeks <p>3.3 Work with DPH/ECOPI to configure the web</p> | <p align="center">7/1/15-7/31/15</p> | <p>3.2 Provide results report which documents the completion of the web content.</p> <p>3.3 Provide URL, which will be displayed</p> |

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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July 1, 2015 Through June 30, 2016**

| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|-----------|--|---|--|
| | <p>portal accessibility.</p> <p>3.4 Perform the Web Application testing to ensure the Web Application design meet the requirements as set forth in the approved Functional Requirement document and Attachment C (Hosted Software Application Security Requirement Assessment) and resolve issues discovered during testing.</p> <p>3.5 Set up testing environment for User Acceptance Test (UAT). Participate and provide assistance to DPH/ECOPI in performing UAT. Correct all issues and/or defects found during UAT.</p> <p>3.6 Create a user guide and provide training for Web Application design to DPH/ECOPI staff.</p> <p>3.7 Create an online tutorial on how to use the web/mobile program for CHLA Moms clients.</p> <p>3.8 Based DPH/ECOPI approval, conduct Web Application pilot implementation to ensure all aspects of the Web Application are fully operational prior to roll-out. During the pilot period, Contractor shall identify and resolve any outstanding deficiencies prior to roll-out in</p> | <p>7/1/15-7/31/15</p> <p>7/1/15-7/31/15</p> <p>7/20/15-8/7/15</p> <p>7/20/15-8/7/15</p> <p>7/20/15-8/7/15</p> <p>8/1/15-8/31/15</p> | <p>on the CHLA Moms website.</p> <p>3.4 Upon completion of the testing, provide DPH/ECOPI with the UAT plan including the Contractor's and County's responsibilities and schedule of UAT, test scripts, use cases/scenarios.</p> <p>3.5 Provide UAT report to DPH/ECOPI. The report shall address all items documented during UAT and status of the Web Application performance meet County's specifications and Service Level Requirement as defined in Attachment F</p> <p>3.6 Submit User Guide to DPH/ECOPI for review and approval.</p> <p>3.7 Submit online tutorial to DPH/ECOPI for review and approval.</p> <p>3.8 Provide results of pilot testing to DPH/ECOPI. Provide support to DPH/ECOPI in monitoring the pilot test and resolve all deficiencies.</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|-----------|--|-----------------------|--|
| | <p>accordance to the Attachment F Service Level Requirements :</p> <ul style="list-style-type: none"> • Provide access to 20 new and young postpartum women of diverse racial/ethnic background via email with link to the registration form <p>3.9 Upon DPH/ECOPI's request, roll out Web Application into production.</p> | <p>8/1/15-8/31/15</p> | <p>3.9 a. Provide weekly status reports of the Web Application roll-out to DPH/ECOPI</p> <p>3.9 b. Contractor shall verify all Web Application functions and features have been migrated, functional and operating in the production environment without any Deficiencies as defined in Attachment F Services Level Requirements for a period of 30 consecutive days as determined in the sole judgment of County. Upon occurrence of a Deficiency, Contractor shall correct such Deficiency, and such 30 consecutive days shall be restarted.</p> <p>3.9 c. Upon completion of 3.9 b above, Contractor shall submit Exhibit 2, the Task Acceptance Certificate to DPH/ECOPI for this deliverable. Final Acceptance shall be achieved upon DPH/ECOPI approval of the</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|---|--|---|---|
| | <p>3.10 After Final Acceptance, Contractor shall provide Web Application Hosting, Maintenance, and Operational Support Service as defined in Attachment F Service Level Requirements. Make enhancements upon DPH/ECOPI's written request.</p> <p>3.11 At the conclusion of the project:</p> <ul style="list-style-type: none"> • Transfer updated Source Code, Object Code, completed build and deployment instructions to DPH/ECOPI, County will continue hosting the Web Application on County's site | <p>Ongoing</p> <p>Within ten (10) days of notification by County, or if no notification by County, six (6) weeks prior to the expiration or termination of the MAWO</p> | <p>Task Acceptance Certificate (Exhibit 2).</p> <p>3.10 Provide ongoing Hosting, Maintenance and Operational Support Services throughout the term of MAWO.</p> <p>3.11 Provide data, and updated Source Code, Object Code, completed build and deployment instructions to DPH/ECOPI.</p> |
| <p>4. Continue to develop and implement a Countywide public education campaign on Sugar Sweetened Beverages targeted toward families with children ages 0-5 to run a minimum of four (4) weeks to achieve</p> | <p>4.1 Implement campaign using DPH/ECOPI-approved messages and strategies.</p> <p>4.2 Plan and execute press event to launch the SSB campaign. This includes coordinating all logistics such as securing the venue and AV equipment, providing strategic counsel,</p> | <p>7/1/15-9/15/2015</p> <p>7/1/15-9/15/2015</p> | <p>4.1 As applicable, general distribution lists, new educational material, community feedback, media clips, audio files and paid media reports will be kept on file.</p> <p>4.2 Media documents will be submitted to DPH/ECOPI for approval and kept on file, with media news clips, including social media.</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|---|--|-------------------------|---|
| <p>more than 1 million media impressions.</p> | <p>media material development and managing media relations.</p> <ul style="list-style-type: none"> a. Media materials will include media advisories, press releases, press kits, talking points for speakers, fact sheets, and speaker biographies. b. Media relations includes developing a media pitch and pitching the event to the media. | | |
| | <p>4.3 Finalize media buy plan: Identify and secure appropriate out-of-home media placement locations (e.g. billboards, MTA buses and subway trains, transit shelters) and other paid media opportunities, including radio station placement targeting the general, Spanish, and Asian media markets of Los Angeles County; online and mobile ad placement and other potential paid advertising opportunities such as cash checking envelopes and convenience store advertising. Also, consider new and evolving paid media opportunities on social media platforms. Locally tag all ads with appropriate logos and attribution language pursuant to DPH/ECOPI guidance.</p> | <p>7/1/15-9/15/2015</p> | <p>4.3 Media buy plan will be submitted to DPH/ECOPI for approval and will be kept on file. Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to funder.</p> |
| | <p>4.4 Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to funder.</p> | <p>9/15/15-12/31/15</p> | <p>4.4 Submit summary report to DPH/ECOPI.</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|--|---|--|--|
| | <p>a. Media summary must include list of media attending launch event, news clips (general, Spanish and ethnic), reach/impressions of paid media along with samples and social media analytics.</p> <p>4.5 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI to keep on file.</p> | <p>9/15/15-12/31/15</p> | <p>4.5 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI to keep on file.</p> |
| <p>5. Design, develop, and implement a Countywide media and targeted social media campaign for CHLAMoms web application in English and Spanish promoting physical activity, healthy eating and stress reduction resources designed to register 0-6 months postpartum women in CHLAMom to run a minimum of four (4) weeks to achieve more than 500,000 media impressions.</p> | <p>5.1 Develop and submit campaign plan (including media buy plan) to DPH/ECOPI for review and approval. Plans will include target population, messages, updated ad creative, data to be collected and evaluated, media strategies/tactics, and paid media buy plan.</p> <p>5.2 Implement media campaign using DPH/ECOPI approved messages and strategies.</p> <p>5.3 Plan and execute press event to promote and raise awareness of CHLAMoms, its website application and all related branding associated with CHLAMoms. This includes coordinating all logistics such as securing the venue and AV equipment, providing strategic counsel, media material development and</p> | <p>8/1/15-8/14/15</p> <p>By 9/18/15</p> <p>8/17/15-9/18/15</p> | <p>5.1 Approval letter, media plan, marketing messages and updated ad creative will be kept on file.</p> <p>5.2 As applicable, distribution lists, new education material, community feedback, media clips, audio files and paid media reports will be kept on file.</p> <p>5.3 Media documents will be submitted to DPH/ECOPI for approval and kept on file, with news and social media clips and highlights.</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|-----------|---|--|---|
| | <p>managing media relations.</p> <ul style="list-style-type: none"> a. Media materials will include talking points, media advisories, press releases, press kits, fact sheets and speaker biographies. b. Media relations includes developing a media pitch and pitching the event to the media. <p>5.4 Finalize media buy plan: Identify and secure appropriate out-of-home media placement locations (e.g. billboards, MTA buses and subway trains, transit shelters) and procure radio station placement targeting the general, Spanish and Asian media markets of Los Angeles County. Also, consider new and evolving paid media opportunities on social media platforms. Locally tag all ads with appropriate logos and attribution language pursuant to DPH/ECOPI guidance.</p> <p>5.5 Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to funder.</p> <p>5.6 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI to keep on file.</p> | <p>8/17/15-8/28/15</p> <p>By 10/30/15</p> <p>By 10/30/15</p> | <p>5.4 Media buy plan will be submitted to DPH/ECOPI for approval and will be kept on file. Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to funder.</p> <p>5.5 Media documents will be submitted to DPH/ECOPI for approval and kept on file, with final media report including news and social media clips and highlights.</p> <p>5.6 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI.</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|--|---|---|--|
| <p>launch the Choose Health LA Restaurants program, specifically with a focus on family-friendly restaurants to run a minimum of four (4) weeks to achieve a minimum of 500,000 media impressions.</p> | <p>strategies/tactics, and paid media buy plan.</p> <p>7.2 Conduct a minimum of 2 focus groups (maximum of 4) in English and Spanish with parents/caregivers of children ages 0-5 to determine current knowledge of restaurant program and message effectiveness.</p> <p>7.3 Implement media campaign using DPH/ECOPI approved messages and strategies.</p> <p>7.4 Plan and execute press event to re-launch Choose Health LA Restaurants with a focus on children ages 0-5 and their families. This includes coordinating all logistics such securing the venue and AV equipment, providing strategic counsel, media material development and managing media relations.</p> <ul style="list-style-type: none"> a. Media materials will include talking points, media advisories, press releases, press kits, fact sheets and speaker biographies. b. Media relations includes developing a media pitch and pitching the event to the media. <p>7.5 Finalize media buy plan: Identify and appropriate out-of-home media placement</p> | <p>By 1/31/16</p> <p>2/1/16-3/30/16</p> <p>By 3/30/16</p> <p>2/1/16-3/30/16</p> | <p>7.2 Focus groups and feedback summary will be kept on file.</p> <p>7.3 As applicable, distribution lists, new education material, community feedback, media clips, audio files and paid media reports will be kept on file.</p> <p>7.4 Media documents will be submitted to DPH/ECOPI for approval and kept on file, with news and social media clips and highlights.</p> <p>7.5 Media buy plan will be submitted to DPH/ECOPI for approval and will be</p> |

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| OBJECTIVE | IMPLEMENTATION ACTIVITIES | TIMELINE | CONTRACTOR DELIVERABLES |
|---|---|--|--|
| | <p>locations (e.g. billboards, MTA buses and subway trains, transit shelters) and procure radio station placement targeting the general, Spanish and Asian media markets of Los Angeles County. Also, consider new and evolving paid media opportunities on social media platforms. Locally tag all ads with appropriate logos and attribution language pursuant to DPH/ECOPI guidance.</p> <p>7.6 Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to funder.</p> <p>7.7 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI to keep on file.</p> | <p>2/1/16-4/30/16</p> <p>4/30/16-6/30/16</p> | <p>kept on file. Contractor to provide a final wrap-up summary report including reach, impressions, Targeted Rating Points and other data, and any other information as required by DPH/ECOPI for reporting to the funder.</p> <p>7.6 Media documents will be submitted to DPH/ECOPI for approval and kept on file, with final media report including news and social media clips and highlights.</p> <p>7.8 Contractor shall provide all original creative material produced for the campaign to DPH/ECOPI.</p> |
| <p>8 Begin to design, develop, and implement Countywide and targeted social</p> | <p>8.1 Develop and submit media plan (including media buy plan) to DPH/ECOPI for review and approval. Plans will include target populations, messages, graphics, data to be</p> | <p>4/1/16-5/30/16</p> | <p>8.1 Approval letter, media plan, marketing messages and creative will be kept on file.</p> |

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|---|---|---|--|
| <p>and traditional media campaign on screen time and physical activity targeted toward families with children ages 0-5 to achieve a minimum of 1 million impressions.</p> | <p>collected and evaluated, media strategies/tactics, and paid media buy plan.</p> <p>8.2 Conduct a minimum of 2 (maximum of 4) focus groups – in English and in Spanish at a minimum – with parents/caregivers of children ages 0-5 to determine appropriate messaging, visuals and screen time alternatives to promote in physical activity campaign.</p> <p>8.3 Implement media campaign using DPH/ECOPI-approved messages and strategies.</p> | <p>6/1/16-6/30/16</p> <p>Pending grant funder approval and available funding for Term 3</p> | <p>8.2 Focus groups and feedback summary will be kept on file.</p> <p>8.3 Pending grant funder approval and available funding for Term 3</p> |

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**EXHIBIT 1 – WEB APPLICATION PROJECT CONTROL DOCUMENT
TO ATTACHMENT B - SCOPE OF WORK**

Contract shall develop and submit Web Application Project Control Document (PCD), using the format outlined below, and submit to DPH/ECOPI for review and approval within 30 business days of MAWO execution.

A. Web Application Description

A brief statement describing the basic Web Application functionality and related components.

B. Project Scope and Objectives

A brief statement of the scope and objectives of the project.

C. Assumptions

All relevant assumptions made in the development of the Detailed Work Plan pursuant to Paragraph D, Detailed Work Plan/Work Breakdown Structure. All assumptions upon which the estimates have been calculated must be clearly documented here, including the use of development software tools.

D. Detailed Work Plan/Work Breakdown Structure

Detailed narrative description of project activities, roles and responsibilities of Contractor's project team members by activities listed in the Attachment B, Scope of Work for Term 1 and Term 2, days required to complete the activities, the time frame for completion, and any dependencies with other activities. Activities should be organized by deliverable and include County's review and Acceptance of any deliverables.

E. Deliverables List

In numerical order, a list of the deliverables to be produced for each activities, including a paragraph description of each deliverable.

F. Milestone Chart

List project milestones, including all deliverables, target completion date and actual completion date, with a section to provide comments regarding the progress of project milestones.

G. Risk Management Plan

A description of the risk management plan which includes a tracking mechanism for the potential risks; the probability of those risks occurring; potential impact of those risks mitigation Methods for developing, measuring, tracking, and implementing any and all risk mitigation strategies.

H. Issue Escalation and Dispute Resolution Procedure

A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for decision-making and conflict resolution.

I. Change Management Process

A description of the change control management process that will be used to mitigate any negative impact on County as a result of Web Application design, development, migration, implementation and ongoing enhancements.

J. Testing Strategies

A description of the different types of tests that will be conducted against the Web Application and the approach to be used, including the roles and responsibilities of each team member.

K. Training Strategies

A description of the training approach addressing technical training, and train the trainer for DPH/ECOPI.

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**EXHIBIT 2 – TASK ACCEPTANCE CERTIFICATE
 TO ATTACHMENT B - SCOPE OF WORK**

| | | |
|---|--|-------------------------|
| (Contractor Name and Address) | | TRANSMITTAL DATE |
| TASK ACCEPTANCE CERTIFICATE | | MAWO NUMBER |
| | | TITLE |
| FROM: _____ | TO: | |
| Contractor Project Director (Signature Required) | County Project Manager Department of Public Health Early Childhood Obesity Prevention Initiative | |
| Contractor hereby certifies to County that as of the date of this Task Acceptance Certificate, it has satisfied all conditions precedent in the MAWO, including the Attachments and Exhibits thereto to the completion of the Tasks set forth below, including satisfaction of the completion criteria applicable to such Tasks and County's approval of the work performed in connection with the achievement of such Task. Contractor further represents and warrants that the work performed in respect of such Tasks has been completed in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work. County's approval and signature constitutes Acceptance of the Tasks listed below. | | |
| TASK DESCRIPTION (including Task number as set forth in the Scope of Work) | | |
| Comments: | | |
| Attached hereto is a copy of all supporting documentation required pursuant to the Attachment A, Statement of Work and Attachment B, Scope of Work, including any additional documentation reasonably requested by County. | | |
| County Acceptance: | | |
| NAME _____ | SIGNATURE _____ | DATE _____ |
| County Project Director | | |
| NAME _____ | SIGNATURE _____ | DATE _____ |
| County Project Manager | | |



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**Attachment C
Public Health Hosted Software Application
Security Requirement Assessment**

Version 3.1.2

Revision Date: 12-31-2014

Reference: Countywide Master Information Security Policy

Introduction

Hosted Software Application Security Requirement Assessment Goals and Objectives:

The Public Health Hosted Software Application Security Requirement Assessment outlines the overall security requirements that should be met by software applications deployed and/or used by the County of Los Angeles. These requirements would apply to all externally hosted applications: County developed, third-party developed, or commercial off-the-shelf (COTS) applications.

These requirements include the overall security capabilities needed to support the business processes for County departments and agencies. At a minimum, these requirements will be used to track, test, and monitor the overall System's security capabilities that shall consistently be met throughout the terms of the resultant MAWO.

The selected Contractor must be able to comply with the requirements specified herein. If the selected Contractor has alternate methods in which to meet any of the requirements contained herein, the selected Contractor shall develop and submit to DPH a written response to this Attachment C for review and approval prior to the completion of MAWO negotiations. If the selected Contractor and DPH cannot successfully negotiate the final language of this Attachment C, DPH may terminate negotiations with the selected Contractor and continue negotiations with the next highest ranked Proposer.

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| Section Number | Security Requirements |
|----------------|---|
| 1.0 | Access |
| 1.1 | <p>System must support password complexity that meets the following requirements:</p> <ul style="list-style-type: none"> • Must contain 3 out of 4: 1 upper case alpha, 1 lower case alpha, 1 numeric, and 1 special character • Minimum password length – 8 characters • Minimum password age – 2 days • Maximum password age – 90 days • Password expire warning – 14 days • Different from the previous 6 passwords used • Must not be an dictionary word • Disable accounts after 90 days of inactivity |
| 1.2 | <p>System provides the following password change rules for user accounts:</p> <ol style="list-style-type: none"> a. Passwords can only be changed by the authorized County System Administrator or the associated user b. Passwords can be changed by the authorized County System Administrator at any time c. Passwords can be changed by the associated user only once in a 2-day period d. Users are re-authenticated before changing passwords |
| 1.3 | <p>System declares a log-on unsuccessful and locks the user account after three (3) successive failed attempts within a 30 minute period.</p> <p>The account lockout duration can be set to a minimum 30 minutes.</p> <p>The number of successive failed attempts and the account lockout duration can be modified only by an authorized County System Administrator.</p> |
| 1.4 | The password must not be displayed as clear text (Password Masking) |
| 1.5 | System provides integrated security management in a central account database |
| 1.6 | System allows administrators to view in real-time a list of Users logged on. |
| 1.7 | System allows addition of customized messages to logon screen. |
| 1.8 | System integrates with Microsoft Active Directory for authentication |
| 1.9 | System performs secure and seamless logon for all third party integrated systems. |

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| Section Number | Security Requirements |
|----------------|--|
| 1.10 | System encrypts passwords before being stored or transmitted. |
| 1.11 | System has the ability to disallow more than one active session per sign-on identification. |
| 1.12 | System allows users to re-authenticate and remotely log out of an active user session before logging in at another location. |
| 1.13 | System requires password re-entry before user is allowed to perform functions predefined as “high security”. |
| 1.14 | System encrypts sensitive data transmitted between clients and servers (e.g., Secure Socket Layer (SSL) Certificates, Transport Layer Security (TLS)) |
| 1.15 | System provides a web (HTTPS) interface and an SSL configuration mechanism. |
| 1.16 | System restricts users from directly accessing the database. |
| 1.17 | System allows secure password resets in case passwords are forgotten. |
| 1.18 | System provides reminder alerts to users to reset passwords. |
| 1.19 | System provides the ability to set the time to change user passwords. The County standard for users is 90 days. |
| 1.20 | System provides administrative ability to block users’ access during pre-defined off-hours. |
| 1.21 | System provides the option for multi-factor authentication for users with higher security access. |
| 2.0 | User Profiles/Administration |
| 2.1 | System provides the ability for users to define and store user profile information (e.g., user’s name, user ID, employee ID) |
| 2.2 | System provides the ability to define user roles and user groups and associate these with user accounts. |

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| Section Number | Security Requirements |
|----------------|--|
| 2.3 | System allows authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority. |
| 2.4 | System provides the ability for an administrator to delegate authority, by user group in order to reset password and to restore system access of locked out user. |
| 2.5 | System provides the ability for an administrator to delegate authority, by user group, to restore system access of locked out user. |
| 2.6 | System provides the ability to restrict access based on users' accounts' privileges |
| 2.7 | System provides the ability to specify roles and privileges based on login locations |
| 2.8 | System allows restriction of rights, privileges or access at the user and group level |
| 2.9 | System allows restricting the rights, privileges or access of processes to the minimum required for authorized tasks |
| 2.10 | <p>System allows administrators to manage restrictions or privileges associated with Users, groups, and processes including:</p> <ul style="list-style-type: none"> • Defining levels of access • Assigning levels of access • Modifying a level of access • Removing a level of access • Viewing access levels, privileges and memberships |
| 2.11 | System allows revocation of the access privileges of a user without requiring deletion of the user |

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| Section Number | Security Requirements |
|----------------|---|
| 2.12 | <p>System allows association of permissions with a user using the following access controls:</p> <ul style="list-style-type: none"> • User-based (i.e., access rights assigned to each user) • Role-based (i.e., Users are grouped and access rights assigned to these groups) • Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.) |
| 2.13 | <p>System has the capability to allow the assignment of all of the following rights to users:</p> <ul style="list-style-type: none"> • Full • Read • Write • Modify • Delete |
| 2.14 | <p>System allows assigning multiple roles to one user.</p> |
| 3.0 | Input Validation |
| 3.1 | <p>System insures that input validation is applied whenever input is received through user or external data interfaces.</p> <p>The validation approach is to constrain, reject, and then sanitize input.</p> |
| 3.2 | <p>System does not rely on client-side validation. The System design assumes that user input is malicious.</p> |
| 3.3 | <p>Data is validated for type, length, format, and range. Data validation is consistent across the System.</p> |

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|----------------|--|
| 3.4 | System avoids un-trusted input of file name and file paths. a. System does not accept file names or file paths from calling functions. b. Security decisions must not be made based on user-supplied file names and paths. |
| 3.5 | System does not use parent paths when data within the System is being accessed. Attempts to access resources using parent paths are blocked. |
| 3.6 | The web server always asserts a character set: a locale and a country code, such as en_US. |
| 4.0 | Parameter Manipulation |
| 4.1 | All input parameters must be validated and sanitized (including form fields, query strings, cookies, and HTTP headers). |
| 4.2 | Cookies with sensitive data (e.g. authentication cookies) must be encrypted. |
| 4.3 | Sensitive data must not be passed in query strings or form fields. |
| 4.4 | Security decisions must not rely on HTTP header information. |
| 4.5 | Apply HTML encoding to strings before accepting or displaying them, so that the strings do not include any executable elements. |
| 4.6 | If your application needs to accept some HTML, disable request validation and create your own HTML filter. Never disable request validation without adding your own check or filter. |
| 5.0 | Authentication |
| 5.1 | All system and user accounts are identified. |
| 5.2 | Web sites are partitioned into un-restricted and restricted areas using separate folders. |

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|----------------|---|
| 5.3 | System uses least-privileged accounts. |
| 5.4 | System insures that minimum error information is returned in the event of authentication failure. |
| 5.5 | System authenticates the user before any access is allowed to protected resources (e.g., Protected Health Information) |
| 5.6 | System authenticates standalone devices before access is allowed to protected resources. |
| 5.7 | If Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server) credentials are secured in storage and over the wire via Secure Socket Layer (SSL) or IP Security (IPSec). |
| 6.0 | Authorization |
| 6.1 | Measures are in place to prevent, detect and log unauthorized attempts to access the System. |
| 6.2 | Rights and privileges are assigned based on authorization roles. |
| 6.3 | Database restricts access to stored procedures to authorized accounts only. |
| 6.4 | Direct access to database tables is prohibited. |
| 6.5 | All account IDs that are used by the System are identified and the resources accessed by each account is known. |
| 6.6 | Roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list. |
| 6.7 | System resources are mapped to System roles and allowed operations for each role. |
| 7.0 | Configuration Management |

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| Section Number | Security Requirements |
|----------------|--|
| 7.1 | Administration interfaces require strong authentication (Reference Section 1.0 for minimum requirement) and authorization (Section 6.0) |
| 7.2 | Administrator privileges are separated based on roles (e.g., site content developer, system administrator). |
| 7.3 | Remote administration channels are secured (e.g., SSL, TLS) |
| 7.4 | Configuration stores (e.g., web.config, httpd.conf) are secured from unauthorized access and tampering. |
| 7.5 | Configuration credentials and authentication tokens must not be held in plain text in configuration files. (e.g., ssh client config file with remote login ID and password.) |
| 7.6 | User accounts and service accounts used for configuration management have only the minimum privileges required for the task. |
| 7.7 | Source code is stored in a control system that authenticates and logs the developers associated with all changes to the software baseline and all related configuration and build files. |
| 7.8 | All actions that are logged, including last login time and source location, are logged in a non-refutable immutable way. |
| 8.0 | Integrity Controls |
| 8.1 | Measures are in place to detect and protect against unintentional and unauthorized changes to information. Examples include enabling audit logs and enabling notification to issue an alert. |
| 8.2 | System supports integrity mechanisms, such as parity checks and cyclic redundancy checks (CRCs), for transmission of both incoming and outgoing files. |
| 8.3 | Measures are in place to prevent the upload of unauthorized files (e.g., executable files). |
| 8.4 | Measures are in place to properly secure source code repository and configuration management files from corruption. |

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|----------------|--|
| 9.0 | Sensitive Data (e.g., Electronic Protected Health Information (ePHI), Personally Identifiable Information (PII)) |
| 9.1 | Sensitive data and secrets (e.g., password challenge phrases, credential and authentication tokens) must not be stored in code. |
| 9.2 | Secrets are stored securely using a one-way hash. Database keys, connections, passwords, or other secrets are not stored in plain text. |
| 9.3 | Sensitive data must not be logged at the Application level. |
| 9.4 | Provide database/file encryption for protection of sensitive data fields while the data is at rest (e.g., stored data) |
| 9.5 | Protection mechanisms must be in place for sensitive data that is sent over the network. Please explain. |
| 9.6 | Sensitive data must be transmitted using secure protocols, such as sftp, ssh, https, or tunneled through an authenticated encrypted connection (e.g. VPN). |
| 9.7 | Store no sensitive or secure data in cookies or other headers that are sent in the response. |
| 9.8 | Measures are in place to prevent, detect and log unauthorized attempts to access sensitive or confidential data. Please explain. |
| 9.9 | System restricts transactions involving financial or sensitive data to authorized user sessions originating on authorized networks only. |
| 9.10 | All user sessions involving financial transactions or sensitive data are encrypted using SSL/HTTPS. |
| 10.0 | Session Management |
| 10.1 | SSL/TLS must be used to protect authentication cookies. |
| 10.2 | Session lifetime must be limited to a pre-specified and configurable duration. |

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|----------------|--|
| 10.3 | Session state must be protected from unauthorized access. |
| 10.4 | Session identifiers must not be passed in query strings. |
| 10.5 | On session termination, temporary objects must be removed from the system; database connections must be terminated; and memory must be released. |
| 11.0 | Timeouts |
| 11.1 | System must automatically timeout a session if it is idle for a pre-specified and configurable duration. |
| 11.2 | System must warn the user before the timeout and prompt the user to re-authenticate within a specified period of time. |
| 12.0 | Encryption |
| 12.1 | System must use the industry standard cryptography available for the platform (e.g., AES 256). |
| 12.2 | System must securely deliver information over the internet using encryption (e.g., AES - Advanced Encryption Standard or 3DES - Data Encryption Standard). |
| 12.3 | System must use open protocols (e.g., SSL/TLS, XML encryption) to deliver encrypted data over the Internet. |
| 12.4 | System must use a cryptographic algorithm with a key size equal to or greater than 256 bit for data encryption. |
| 12.5 | Encryption keys must be secured. |
| 12.6 | Key management procedures must be defined to secure and manage the encryption keys. |
| 13.0 | Exception Management/ Error Handling |

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|----------------|---|
| 13.1 | System exception handling minimizes information disclosure in case of an exception (e.g., login failure) |
| 13.2 | System returns generic error messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error) |
| 13.3 | System code must not rely on internal system generated error handling. The System must provide its own error-handling processes. |
| 13.4 | System errors must be logged. |
| 13.5 | Private and sensitive data (e.g., passwords) must not be logged. |
| 13.6 | System must have the ability to send security alerts in response to security events. The criteria for determining the security events that are to be delivered must be configurable. |
| 13.7 | System must have the ability to configure the mechanism (e.g., email, SMS) and recipients for delivering the security alerts. |
| 14.0 | Audit Trails and Logging |
| 14.1 | <p>Auditing and logging an event in the System includes, at a minimum:</p> <ul style="list-style-type: none"> • Authenticated access • Configuration changes • Privileged access such as use of administrative rights, and change of rights and privileges |

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|----------------|--|
| 14.2 | <p>The parameters logged include:</p> <ul style="list-style-type: none"> • User or system account ID • Date/time stamp • Event source • IP address • Error/event code and type • Type of transaction • User device or peripheral device involved in transactions • Outcome (success or failure) of the event |
| 14.3 | System generates an audit record for all activity of each user (i.e., a trail of all user activity within the System) |
| 14.4 | System generates an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions. |
| 14.5 | System provides a mechanism to view the audit trail of all transactions including but not limited to, user's login ID, date, and time stamp. |
| 14.6 | System provides a mechanism to select transactions and system functions to be logged |
| 14.7 | System provides a mechanism to select data elements to be logged |
| 14.8 | The System tracks the before and after record of modified data elements |
| 14.9 | The System restrict system administrator from changing log activity |
| 14.10 | <p>The System secures audit records in the following ways:</p> <ul style="list-style-type: none"> • Allows read access to authorized Users only • Protects stored audit records from unauthorized deletion • Prevents modifications to the audit records |
| 14.11 | System monitors user audit logs via an automated process, and reports on irregular activity. Irregular activities are identified based on County departments' rules and regulations. The irregular activity reports are customizable. |

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|----------------|---|
| 14.12 | System provides the ability to archive records, reports and historic information for predefined timeline based on rules and regulation. |
| 14.13 | System prevents deleted records from being purged until they have been archived. |
| 14.14 | System maintains an audit trail of errors and exceptions. |
| 14.15 | All changes to the system hosting environment are logged and tracked. Reports are available for significant and critical changes and sent for review by a responsible person. |
| 14.16 | System log files must be relocated from their default locations. |
| 14.17 | System log files must be backed up. |
| 15.0 | Reporting |
| 15.1 | Access to security reports are limited to authorized County system managers for necessary review and accountability. |
| 15.2 | System provides error and exception reports (Refer to Section 13) |
| 15.3 | System provides audit reports for information logged in Section 14. |
| 15.4 | System provides configuration, user accounts, roles and privileges reports to authorized administrators only. |
| 15.5 | System provides functionality to generate and schedule security and audit reports. |
| 16.0 | Synchronization with Applications or Devices Used in Offline Mode |
| 16.1 | Data collection devices (e.g. handheld devices) synchronize with the System securely using authentication, authorization and encryption mechanisms. |
| 17.0 | Backup |

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| 17.1 | Application code backup, recovery and restore requirements must be defined. |
| 17.1 | Data backup, recovery and restore requirements must be defined. |
| 18.0 | Vulnerability Assessments |
| 18.1 | Application vulnerability scans are part of the risk assessment program. |
| 19.0 | Infrastructure and Hosting Environment |
| 19.1 | Network Intrusion Prevention (NIPS) system is implemented for the internal network. |
| 19.2 | Host Intrusion Prevention (HIPS) system is implemented on the servers. |
| 19.3 | Disaster recovery and/or business recovery capabilities are available. |
| 19.4 | Hosting environment provides a feedback alerting system to notify appropriate personnel and report repeated attempts to gain unauthorized access to the System including, capture of the identification/address of the location where the attempt was made, and the type of access that was being attempted. |
| 19.5 | Hosting environment provides alerting system to notify appropriate personnel and report attempts to escalate privileges and gain unauthorized access by authenticated users beyond their authorized rights. For example a non-admin authenticated user trying to gain admin rights or perform admin tasks. |
| 19.6 | Hosting environment provides alerting system to notify appropriate personnel and report unauthorized transmission of sensitive data out of the hosting environment. |
| 19.7 | Antivirus Endpoint Protection software (AV/AS, personal Firewalls) is installed on all platforms. Refer to the County Board of Supervisors Policy 6.102 "Countywide Antivirus Security Policy" for details - http://countypolicy.co.la.ca.us/BOSPolicyFrame.htm |
| 19.8 | All software installed on servers, workstations and other devices are authorized, licensed, and documented to ensure that data security is not compromised. |

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| 19.9 | If the data transmitted between the County and the contractor travels via a private circuit (i.e., frame relay, etc.), the circuit terminates on the County Extranet on a contractor supplied router, in accordance with County Operational Guidelines. However, if the data between the County and the contractor is transmitted over a public network (e.g., the Internet), the Contractor must deploy a site-to-site VPN for the traffic between the County and the Contractor and must conform to County site-to-site VPN specifications. ISAKMP and IPSEC configuration parameters must support AES 256. All IP addresses traversing through Site-to-Site VPN tunnel must be translated to public IP address(es) owned by contractor/partner. LA County cannot accept private IP address over VPN tunnels. |
| 19.10 | System provides the capability to filter traffic by IP address/range as provided by County to isolate traffic to/from specific County locations and facilities. |
| 19.11 | Web server(s) that support the Internet facing component of the System are: <ul style="list-style-type: none"> a. Located in a 'Demilitarized Zone' (DMZ) - an area that is isolated from the Internet and other internal networks by firewalls b. Run on one or more dedicated computers c. Run with 'least privileges' d. Prevented from initiating network connections to the Internet e. Configured so that scripts can only be run from specified locations. |
| 19.12 | Connections between web servers and back office systems are: <ul style="list-style-type: none"> a. Protected by fire walls that only allow required ports and services required by the System. b. Restricted to code generated by web server applications, rather than by client applications. c. Based on documented and standardized application programming interfaces (APIs) d. Supported by mutual authentication. |
| 19.13 | Web site content is: <ul style="list-style-type: none"> a. Stored on a separate partition/disk from the operating system. b. Protected by setting file permissions. c. Updated by particular individuals and via approved methods. d. Reviewed to ensure that it is accurate, that hyperlinks are valid and functional. |
| 19.14 | The web server checks for and denies expired, revoked or improperly signed digital certificates. |

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| 19.15 | All datacenter staffs are trained on security procedures related to the hosted System and hosting infrastructure based on their roles and responsibilities. |
| 19.16 | Host environment has an established Computer incident response team. |
| 19.17 | Background check is required for all IT staff. |

ATTACHMENT D
BUSINESS REQUIREMENTS DOCUMENT
FOR
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE
MEDIA SERVICES
FRASER/WHITE, INC., dba FRASER COMMUNICATIONS
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ATTACHMENT D
BUSINESS REQUIREMENTS DOCUMENT
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE

INTRODUCTION

Choose Health LA Moms (CHLA Moms) is one of three coordinated projects of the Early Childhood Obesity Prevention Initiative (ECOPI). CHLA Moms focuses on helping overweight and obese postpartum women attain a healthy weight. Postpartum women are often confined to their home and family environment, and resources and programs benefitting overweight and obese postpartum women are limited and not readily obtainable. CHLA Moms will use the Internet, social media, and text messaging to address the need for accessible resources and programs for overweight and obese postpartum women in Los Angeles County.

DPH ECOPI requires the development of a Web Application with capabilities to register clients, collect data via electronic forms, and accessibility to external websites.

PURPOSE

The purpose of the Business Requirements Document is to outline the high level business requirements of the CHLA Moms Web Application. This document will be a foundation for and precursor to the Functional Requirements Document. A summary of the major processes is given below:

Client Registration: This process allows postpartum women to create login accounts and register to gain access to CHLA Moms' community-based partners, professional and government websites, CHLA Moms curriculum, client assessments, and content including videos and other educational materials

Text Messaging: This process provides automated text messages to registered CHLA Moms clients regarding the program's core topic areas of breastfeeding, physical activity, and water intake, and special announcements such as cooking demonstrations and local community events

Data Collection: This process allows registered clients and DPH/ECOPI staff to perform data input for future data analysis and monitoring.

Evaluation: This process allows DPH/ECOPI staff to perform data analysis from the data collected.

Automated Reporting: This process allows DPH/ECOPI staff to run automated reports on the collected data

Website Monitoring: This process provides statistical data regarding site usage which includes visits, unique views, pages accessed, content viewed, and sections completed for future evaluation

**ATTACHMENT D
BUSINESS REQUIREMENTS DOCUMENT
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE**

BUSINESS REQUIREMENTS

The Web Application shall:

- Have a URL that can be directly accessible through the MCAH's Program website
- Contain content from the website that is legible on all mobile devices
- Include a home page; web pages for electronic forms; a resource page; and pages on which to add links and post content
- Have a user guide for DPH/ECOPI staff
- Have an online tutorial for clients on how to use the web/mobile program
- Have the ability for users to select English or Spanish language

The Web Application shall have the following components:

1. Client registration, data collection, and monitoring use of the website for evaluation. At a minimum, the Web Application shall have:

- A password-protected online registration to allow clients access to all features of website. The application shall exclude women who are ineligible to enroll (allows Los Angeles County residents and 0-6 months postpartum)
- Ability to identify which CHLA Moms clients subscribed to Text4baby who accessed the CHLA Moms website
- Electronic data entry forms for registration, consent, client baseline assessments, client follow-up assessments, and barriers to health assessments
- Pre-registration screen for applicant to check "Yes/No I am 18 years of age or older." System allows applicants responding "Yes" access to registration screen. System sends applicants responding "No" to a contact information screen that will require of the adult guardian/parent/foster parent to give consent for the minor.
- Capability to collect data for registration, consent, and client baseline assessments and follow-up assessments.
- Ability for clients that have exited an assessment to resume where they left off
- Ability for clients to set goals on daily steps walking, breastfeeding, and water consumption
- Ability for clients to enter their daily steps walked, number of times breastfed, and water consumed
- Capability to automatically send clients a welcome email to confirm registration.
- Ability to direct clients to learning modules on barriers to health when client gives certain responses on the barriers to health assessment.
- A process to assign the appropriate workflow to give clients access to CHLA Moms curriculum learning modules (breastfeeding, water consumption, and physical activity) and to send text messages based on client criteria obtained from registration/baseline assessment (e.g., months postpartum, vaginal or C-Section/complicated vaginal delivery)
- Ability to give clients access to three CHLA Moms curriculum learning modules (breastfeeding, water consumption, and physical activity) based on client criteria
- Ability to provide statistics on use of the website such as visits, unique views, pages accessed, content viewed, and sections completed

ATTACHMENT D
BUSINESS REQUIREMENTS DOCUMENT
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE

| BUSINESS REQUIREMENTS | |
|---|--|
| <ul style="list-style-type: none"> ▪ Ability to track use of the website by client account to allow evaluation by race/ethnicity and other demographic variables ▪ Ability for DPH/ECOPI staff to generate automated reports on demand based on variables to be determined by DPH/ECOPI staff | |
| <p>2. Social Media</p> <ul style="list-style-type: none"> ▪ Accessibility to the Los Angeles County Department of Public Health Facebook and Twitter accounts | |
| <p>3. Text messaging. At a minimum, the Web Application shall have the ability:</p> <ul style="list-style-type: none"> ▪ To allow clients to subscribe online and by mobile phone ▪ To automatically send enrolled clients four messages per seven days that reinforce CHLA Moms messaging around its core topics of breastfeeding, physical activity, and water intake based on the clients' months postpartum ▪ To automatically send enrolled clients one text message each week the newest installments of their CHLA Moms curriculum learning modules (breastfeeding, physical activity, and water consumption) are available based on client criteria ▪ To automatically send special announcement messages (e.g., classes or local community events) ▪ To deliver messages to subscribers in the target geographic area ▪ To collect subscription data for evaluation ▪ To schedule message releases <p>All content of the text messages will be provided by DPH/ECOPI.</p> | |
| <p>4. Ability to post or upload documents and videos:</p> <ul style="list-style-type: none"> ▪ CHLA Moms program information sheet ▪ Three CHLA Moms curriculum learning modules each week (breastfeeding, physical activity, and water consumption). Ability to transfer modules from previous week to resource page when new modules are released. (Breastfeeding, physical activity, and water consumption curriculum each divided into 6 months of weekly learning modules). ▪ Supplemental modules to the curriculum on barriers to health; contraception; postpartum anxiety; postpartum depression; baby blues; stress; and nutrition ▪ Resource guide ▪ Other content to be determined by the County | |
| <p>5. The Web Application shall have the following capabilities to link to other sources:</p> <p>5a. Allow links to be added to the Resource page:</p> <ul style="list-style-type: none"> ▪ Articles and guides on breastfeeding, physical activity, water consumption, nutrition, intimate partner violence, postpartum | |

**ATTACHMENT D
BUSINESS REQUIREMENTS DOCUMENT
EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE**

BUSINESS REQUIREMENTS

depression, sleep, and stress management

- Recipes
- Demonstration videos on topics such as yoga, exercise, and reading nutrition labels
- CHLA Moms announcements (e.g., cooking demonstrations and local community events)
- Other links to be determined by the County

5b. Accessibility to external websites:

- CHLA Moms community partners (e.g., March of Dimes, Kaiser, Los Angeles County Department of Public Health)
- Government websites (e.g., Centers for Disease Control and Prevention)
- Professional websites (e.g., American College of Obstetricians and Gynecologists, California Medical Association)
- Others to be determined by the County



**EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE
MEDIA SERVICES
FRASER/WHITE, INC. dba FRASER COMMUNICATIONS
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**ATTACHMENT E
Information Security Requirements**

ATTACHMENT E

INFORMATION SECURITY REQUIREMENTS

This Attachment E (Information Security Requirements) sets forth information security procedures to be established by Contractor upon the Effective Date of the Master Agreement and maintained throughout the term of the Master Agreement. These procedures are in addition to the requirements of the Master Agreement and the Business Associate Agreement between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information (PII), Protected Health Information, and County Confidential information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment E (Information Security Requirements) will constitute a material, non-curable breach of the Master Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. Unless specifically defined in this Attachment, capitalized terms shall have the meanings set forth in the Master Agreement.

- 1) **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide Information Security Program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
- 2) **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting County Confidential Information, including PII and PHI, for potential security risks and require all employees, contractors, and subcontractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel and subcontractors with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of incident response procedures to ensure Contractor personnel and subcontractors promptly report actual and/or

suspected breaches of security.

- 3) **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of PII and PHI to any form of removable media, including portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), Compact Flash (CF), Smart Media (SM), MultiMedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
- 4) **Storage, Transmission, and Destruction of PHI and PII.** All PHI and PII shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act. Without limiting the generality of the foregoing, Contractor shall encrypt all electronic PHI and PII (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If PHI and PII is no longer required to be retained by Contractor under the Master Agreement and applicable law, Contractor shall destroy such PHI and PII by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the PHI and PII cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing PHI and PII consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization' such that the PHI cannot be retrieved.
- 5) **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of PHI and PII), PHI, PII, and County Confidential Information:
 - a) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County in writing;
 - b) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County in writing;
 - c) if transferred using removable media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, Contractor shall ensure all County confidential information, including PHI and PII, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization').

- 6) **Encryption** – Data in transit and data at rest, including backups, shall be encrypted with AES 256 or higher. Encryption keys must be managed securely.
- 7) **Hosted Applications** – The Contractor’s administrators should not have access to view the County data in clear text. All administrative tasks, including user creation, permissions and password resets, shall only be performed by users authorized by the County. The Contractor shall perform all infrastructure maintenance, including but not limited to, operating systems, hardware, network infrastructure, application upgrades, and patches. The application and the platform hosting the application must pass periodic security testing.
- 8) **Physical and Environmental Security.** Contractor facilities that process PHI, PII, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
- 9) **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up facilities to ensure essential business information can be recovered within 72 hours in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
- 10) **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c) Applications will include access control to limit user access to information and application system functions; and
 - d) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
 - e) User access to the application will be via a two-factor authentication solution.
- 11) **Security Incident.** A "Security Incident" shall have the meaning given to such term in

Federal Code of Federal Regulations 45 C.F.R. § 164.304.

- a) Contractor shall promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
- b) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

12) **Contractor Audit.** Contractor shall provide to County a summary of

- a) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party;
- b) the corrective actions or modifications, if any. Contractor shall implement in response to such audits.

12.1

12.2 Contractor shall provide County a SSAE 16 (formerly known as SAS-70 II) report - As to the Hosting Services only:

- a) Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh."
- b) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

13) **Security Audits.** In addition to the audits described in Section 12 (Contractor Audit), during the term of this Master Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor

agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. At the County's request, Contractor shall provide documentation related to details of the firewalls and cryptography used, details of the data center security structure, restrictions on access to passwords, and information about malware protection mechanisms.

14) **Confidentiality.**

- a) Except as provided in Section 14(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personally identifiable Information (as defined below); and (e) Protected Health Information, as specified in Maser Agreement Work Order, Attachment J (Business Associate Agreement), will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing definition shall also include any Confidential Information provided by Party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b) **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of

the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

c) **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 14 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 14 (Confidentiality) and Exhibit G (Acknowledgement, Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

d) **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any

such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 14 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-review-breaching Party.

- e) **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing Confidential Information pursuant thereto, the Receiving Party will so notify the Disclosing Party in writing and, if possible, the Receiving Party will provide the Disclosing Party notice not less than five (5) Business Days prior to the required disclosure. The Receiving Party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, otherwise oppose, or seek to limit such disclosure by the Receiving Party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The Receiving Party will cooperate with and provide assistance to the Disclosing Party regarding such measures. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information so disclosed.

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

- g) **Personally Identifiable Information.** "Personally Identifiable Information"

shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

- i) Personally Identifiable Information. In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii) Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of Section 21 (County Confidential Information), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with this Agreement, (b) County's then current privacy policy [available at http://intranet/ph/PolicyProcedures/PublicHealthPolicyProc.htm#1200_HIPAA or upon request to County by Contractor] (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii) Retention of Personally Identifiable Information. Contractor will not retain

any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

- h) Return of Confidential Information. On County's written request or upon expiration or termination of this Agreement for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 14(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.

EARLY CHILDHOOD OBESITY PREVENTION INITIATIVE
MEDIA SERVICES
FRASER/WHITE, INC. dba FRASER COMMUNICATIONS
ATTACHMENT F
SERVICE LEVEL REQUIREMENTS

This Attachment F sets forth Contractor's service level commitment with respect to the Web Application and Websites provided by Contractor under the MAWO. Capitalized terms used in this Attachment F without definition shall have the meanings given to such terms in the MAWO (together with all Attachments), and if not defined therein, in the Master Agreement. .

I. SCOPE OF SERVICES

A. Description

Contractor shall provide Hosting, Maintenance and Operational Support Services in accordance with the requirements set forth in the body of the MAWO, the applicable Tasks of the Attachment B, Scope of Work and this Attachment F.

B. Definitions

As used herein, the following terms have the following meanings:

1. "Deficiency" and "Deficiencies", whether singular or plural, shall mean any malfunction, error, or defect in the design, development, or implementation of work; any error or omission, or deviation from the Specifications or from published mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the Web Application and Websites or any part thereof, not performing in accordance with the provisions of this MAWO, including Attachment B, Scope of Work.
2. "Help Desk" shall mean Contractor's resource designed to provide services related to the use of Web Application and Websites, which including answering technical questions, troubleshooting, and providing solutions to operational problems.
3. "Hosting Fees" shall mean the monthly fees to be paid by County in exchange for Contractor's performance of Hosting Services, in each case, in accordance with this MAWO.
4. "Hosting Services" shall mean the Contractor provides hosting services for the Web Application and Websites as described in Section III (Hosting Services).
5. "Invoice Credit" shall mean the discount to be applied to the monthly Maintenance Fees and Hosting Fees for Unscheduled Downtime as specified in Section VIII (Invoice Credits For Unachieved Service Levels).
6. "Maintenance and Operational Support Services" shall mean the Contractor provides maintenance and operations support services for the Web Application and Websites as described in Section II (Maintenance and Support Services).
7. "Maintenance Fees" shall mean the monthly fees to be paid by County in exchange for Contractor's performance of Maintenance Services, in each case, in accordance with this MAWO

8. "Scheduled Downtime" shall have the meaning set forth in Section III.C (Scheduled Downtime) below.
9. "Severity Level" shall have the meaning set forth in Section VI.A (Identification of Deficiencies).
10. "Support Hours" shall mean twenty-four (24) hours per day, seven (7) days per week, 365/366 days per year.
11. "Updates" shall mean any upgrades, updates, revisions, improvements, bug fixes, Deficiency fixes, error corrections, patches, and third party software upgrades to the Web Application and Websites.
12. "Version Release" shall mean any Update, accumulation of Updates and/or other major upgrade, enhancement, modification or revision to the Web Application and Websites with respect to which Contractor determines are significant enough as to necessitate assigning a new version name or number to the Web Application and Websites, required to be provided by Contract as a part of Maintenance and Support Services. Version Releases are and shall become components of the Web Application and Websites.
13. "Web Performance Warranty" shall have the meaning set forth in Section VII (Web Application and Websites Performance Requirements).

II. MAINTENANCE AND OPERATIONAL SUPPORT SERVICES

As part of Hosting, Maintenance and Operational Support Services Contractor shall (a) correct any and all Deficiencies (b) provide Updates and Version Releases to the Web Application and Websites, (c) provide operational and technical support for the Web Application and Websites, including through a Help Desk, and (d) provide training, training materials.

A. Updates

Contractor shall provide Updates to the Web Application and Websites to keep current with Contractor's technology standards, industry standards including applicable enhancements, software modifications, etc., and as provided to Contractor's general customer base. Additionally, Contractor shall, at all times, provide Updates to the Web Application and Websites, insofar as it has functionality to address the requirements for a particular DPH/ECOPI, and to provide functionality to maintain compliance with applicable Federal, State and local laws, rules and regulations.

Additionally, Contractor shall offer to County each Update, concurrently with or promptly after an Update is released to its general customer base. Contractor shall notify County of all Updates to the Web Application and Websites prior to the anticipated installation date therefore. Installation of each Update shall be subject to prior written approval of DPH/ECOPI and shall be performed at a date and time mutually agreeable to both Contractor and County. Contractor shall deliver the related documentation for such Update upon installation of such Update. Contractor's installation of such Updates to the Web Application and Websites provision of training/training materials on such Updates shall be at no additional cost to County beyond the Maintenance Fees.

B. Version Release and Support

In addition to Contractor's obligation to provide and support Updates, Contractor shall provide Version Releases to the Web Application and Websites should

Contractor determine that an Update, accumulation of Updates and/or other major upgrade, enhancement, modification or revision to the Web Application/ and Websites are significant enough as to necessitate assigning a new and unique version name or number to the Web Application and Websites.

Additionally, Contractor shall offer to County each Version Release concurrently with or promptly after a Version Release is released to its general customer base. Contractor shall notify DPH/ECOPI of all Version Releases to the Web Application and Websites prior to the anticipated installation date therefor. Installation of each Version Release shall be subject to prior written approval of County Project Manager and shall be performed at a date and time mutually agreeable to both Contractor and County. Contractor shall deliver the documentation for such Version Release upon installation of such Version Release. Contractor's installation of such Version Releases to the Web Application and Websites and provision of training/training materials on such Version Releases shall be at no additional cost to County beyond the Maintenance Fees.

Contractor shall support all environments even if the production environment and other environments are not running on the same Version Release.

C. Web Application and Websites Support

Contractor shall provide daily operational support for the Web Application and Websites in all environments during the Support Hours, including, without limitation through Help Desk. Such operational support shall include troubleshooting and provision of all goods or services necessary to correct any problems and to remedy Deficiencies in such a way that the Web Application and Websites shall operate in accordance with the County's approved Functional Requirement Document and otherwise with this MAWO, including the functional requirements and performance requirements.

Without limiting Contractor's obligations to respond to and remedy Deficiencies, Contractor shall provide a live response (i.e. not automated) to each telephone and email message left by County through the Help Desk (a) during the hours of 7:00 AM to 5:00 PM Pacific Time on Business Days, within one (1) hour, and (b) during all other hours, within two (2) hours.

III. HOSTING SERVICES

Contractor shall provide and maintain the Web Application and Websites environments (i.e., development, test, production, reporting and training) and shall provide all other goods and services necessary in order to host the Web Application and Websites such that they shall perform in accordance with the County approved Functional Requirements Document and otherwise with the MAWO (as further defined in the MAWO, collectively, "Hosting Services").

There shall be a single secured hosting location within the continental United States. Other sites can be used for redundancy if part of a disaster recovery plan or business continuity plan. Data should not be stored in a separate physical location, nor should more than one Contractor/subcontractor be responsible for hosting separate parts of the Web Application and Websites or any data associated with the Web Application and Websites.

As a part of Hosting Services, Contractor shall provide the following:

A. Hardware Maintenance

Contractor shall upgrade or replace the Contractor's hardware, network and

operating software or any of its components as may be required to:

1. Comply with the Web Application and Websites Performance Requirements set forth in Section VII below; and
2. If necessary to support an Update or Version Release to the Web Application and Websites by;
 - a. Performing hardware refresh, as necessary;
 - b. Re-racking or otherwise reconfiguring Web Application hardware;
 - c. Upgrading Web Application and Websites hardware and software, as necessary; and/or
 - d. Performing whatever else is deemed necessary to comply with Contractor's Maintenance and Support Services obligations, including warranties, set forth herein at no additional cost to County beyond the Hosting Fees.

B. Web Application and Websites Performance

County from time to time may request that Contractor evaluate and report Web Application and Websites performance relating to the agreed upon Web Application and Websites Performance Requirements set forth in Section VII of this Attachment F. Contractor shall so evaluate and report on the performance of the Web Application and Websites in accordance with a monitoring plan mutually agreed upon between County Project Manager and Contractor Project Manager in connection with County's request.

Contractor shall use problem management system to actively monitor the Web Application and Websites, including server and application performance indicators. Contractor shall provide County with access to reports on Web Application and Websites performance. Any identified Deficiencies impacting the performance or operational integrity of the Web Application and Websites or Web Application and Website environments will be logged within the Contractor's problem management system and all necessary corrective action taken to correct the performance problems in accordance with the applicable time frames required by this Attachment F.

C. Scheduled Downtime

For the purpose of this Attachment F, "Scheduled Downtime" shall mean the period of time that the Web Application and Websites or any component thereof cannot be accessed due to scheduled maintenance including, but not limited to, preventive maintenance, updates, upgrades, scheduled reboots and restarts. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime.

D. Web Application and Websites Backup and Disaster Recovery

Contractor shall perform secure routine backup of the Web Application and Websites, and provide disaster recovery services including a Recovery Point Objective (RPO) of two (2) hours. Disaster tests are to be performed minimally once a year, or as requested by County and agreed to by Contractor, but not exceed twice a year.

IV. CHANGE MANAGEMENT

Contractor shall follow the change management process approved by County to manage all changes to the Web Application, Websites and environments. All changes

related to the Web Application and Websites environments require prior County approval. Changes to the Web Application e and Websites that are Updates and Version Releases shall be handled in accordance with this Attachment F. Any other changes to the Web Application and Websites (e.g. software modifications and/or enhancements) shall be handled as County's written request.

V. SECURITY MONITORING AND REPORTING

In addition to the other monitoring and reporting requirements of the MAWO, the Contractor shall perform the Services and provide the Hosting Services as set forth in Attachment E (Information Security Requirements).

VI. PROBLEM RESOLUTION

A. Identification of Deficiencies

Deficiencies may be identified either as a result of Contractor's use of its remote management tool or as discovered by County or Contractor. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Help Desk via telephone or email for resolution in accordance with this Attachment F.

If a Deficiency is identified by Contractor, Contractor shall notify County at first available opportunity between 7:00 AM and 5:00 PM Pacific Time during County's Business Day.

The Severity Level of a Deficiency will be assigned by the County as specified in Table 1.0 of Section VI.B (Severity Level Deficiency Definitions) below (each a "Severity Level"). Based on Contractor's proposed solution to correct the Deficiency and/or workaround(s) for the Deficiency, County may, in its sole discretion, escalate or downgrade the Severity Level of the Deficiency pursuant to Section VI.C (Resolution of Deficiencies) below.

B. Severity Level Deficiency Definitions

County (through its authorized staff identified under Section VI.C.1 (Resolution Process) below) shall assign one of the Severity Levels described below to each Deficiency. Contractor shall resolve such Deficiencies within the timeframes as follows:

Table 1.0

| Description of Deficiency | | Resolution Time Requirement (subject to escalation by COUNTY) |
|----------------------------------|---|--|
| SEVERITY LEVEL 1: High | The complete Web Application or Websites are unavailable. The Web Application and Websites cannot be used or accessed. Disrupts organization functionality. | One (1) hour, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first. |
| SEVERITY LEVEL 2: Medium | A problem that moderately degrades the performance of the Web Application or Websites in the production, staging, testing and/or development environment. The impact of such problem would restrict business functions or restrict the use of one or more web services or application features necessary to perform business functions. Important functionality is not available and negatively impacts operations. Severity does not have to completely restrict the usage of the Web Application and Websites production environment. | Eight (8) hours, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first. |
| SEVERITY LEVEL 3: Low | A problem that results in a minor impact on the use of the Web Application or Websites. The problem can be circumvented or cause some functional restrictions, but does not have a critical or severe impact on operations. | Four (4) calendar days beginning when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first. |

C. Resolution of Deficiencies

1. Resolution Process

The following shall be the process for tracking and/or resolving the Deficiencies.

Contractor shall have an established problem management system to identify causes of service issues and commission corrective work to prevent recurrences. Problem management system activities include:

- Recording, managing and escalating service problems as appropriate
- Analyzing historical data to identify and eliminate potential incidents before they occur
- Identifying underlying causes of incidents and preventing recurrences
- Developing workarounds or other solutions to incidents
- Submitting change requests to Change Management as required to eliminate known problems
- a. County Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.
- b. The Severity Level of the Deficiency shall be assigned by County. The identification and Severity Level assignment of Deficiencies shall be subject to the provisions of Section VI.B (Severity Level Deficiency Definitions) above
- c. Contractor shall commence to develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available.
- d. Contractor's Help Desk will address each reported or identified incident in accordance with this Attachment F.
- e. Systems patched for a security problem or mitigated with a workaround must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.

2. Response

Contractor shall either resolve or escalate a Deficiency reported by County in accordance with this Attachment F.

3. Escalation

County or Contractor may escalate a Deficiency's Severity Level as necessary for resolution. Contractor shall assist County with all aspects of Maintenance and Support Services and Deficiency resolution and escalation, as required by County. County may engage the support of Contractor at any time and for any aspects of the Web Application and Websites.

If any Deficiency is not resolved within the applicable resolution time set forth in Section VI. B (Severity Level Deficiency Definitions), in addition to other remedies available to County under this Attachment F, County shall

have the right to escalate the problem to the next more severe Severity Level as set forth in this Attachment F.

4. Resolution

Contractor shall resolve each Deficiency reported hereunder in accordance with the applicable resolution time specified in Section VI A (Identification of Deficiencies). The time for resolving each Deficiency shall start tolling when County notifies Contractor of such Deficiency by telephone or email or otherwise, including Contractor project management system, or upon discovery of Deficiency by Contractor, whichever occurs first, and shall end when Contractor submits resolution of such Deficiency to County Project Director for approval.

Contractor acknowledges that, as part of corrective measures to resolve a Deficiency, Contractor may be required to repair, replace or reinstall all or any part of the Web Application and Websites, provide other material or update the Web Application and Websites, including but not limited to the Web Application and Websites environments, in order to remedy such Deficiency.

Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Deficiencies. Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered. In addition, County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.

County will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to Contractor.

VII. WEB APPLICATION AND WEBSITES PERFORMANCE REQUIREMENTS

Upon completion of user acceptance testing (UAT) and implementation, Contractor shall uphold all agreed upon warranties and covenants for so long as Contractor is obligated in accordance with the terms hereof and in the MAWO. The Web Application and Websites shall meet each Web Application and Website performance requirement (hereinafter collectively referred to as "Web Performance Warranty") specified below:

A. Web Application and Websites Availability

Each Web Application and Website shall have 99.9% availability, exclusive of Scheduled Downtime or any other downtime not otherwise specifically attributable to a Deficiency, during any given calendar month (hereinafter "Web Application and Websites Availability". This does not relieve Contractor from its obligations as specified in Section III. D (System Backup and Disaster Recovery) of Attachment F. Failure by Contractor to meet its obligations as specified under Section III. D of Attachment F shall also be considered unscheduled downtime against which Web Application and Websites availability will be measured.

B. Web Application and Websites Response Time

Successful implementation requires that the Web Application and Websites response time, screen refresh and response to user inputs must not have any noticeable lag during routine functions, to include but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen. Additionally, all system responses from user input within the Los Angeles County Wide Area Network must not be greater than two (2)

seconds.

1. "Web Response Time" shall be defined as the elapsed time to complete the specified user interaction measured from the time the user submits input through a key press, mouse click, or other user interface interaction, to the time the screen is updated and control returns to the use.
2. In the event that the Web Application or Websites do not satisfy the Web Application and Websites Response Time criteria, Contractor shall begin the diagnostics after receiving notice from the County. The County shall assign a Severity Level to each Web Performance Warranty issue as described in this Attachment F.

VIII. INVOICE CREDITS FOR UNACHIEVED SERVICE LEVELS

Invoice Credits are calculated based on accumulated hours of unachieved Service Levels, as provided in Table 3.0 below.

| Table 3.0 | |
|---|---|
| SERVICE LEVEL REQUIREMENTS | TIME ACCUMULATION BEGINS |
| Web Application or Websites Availability Warranty | At the first minute the Web Application or Websites are not meeting the 99.9% of the time. |
| Web Response Time Warranty | Follows Time Accumulation of the Deficiency Severity Level it is assigned. |
| Severity Level 1 | One (1) hour after County notifies Contractor through the Help Desk either via telephone or email, or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first. |
| Severity Level 2 | Eight (8) hours after County notifies Contractor through the Help Desk via telephone or email, or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first. |
| Severity Level 3 | Four (4) calendar days after County notifies Contractor through the Help Desk via telephone or email, or otherwise of the existence of Deficiency or upon discovery of Deficiency by Contractor, whichever comes first. |

In the event that Contractor is unable to meet Service Level Requirements defined within this Attachment F, the County may discount the applicable monthly Hosting Fees based on Table 4.0 below. All individual incidences of Service Level Requirements which accumulated time because Service Level Requirements were not met are added together to obtain a monthly count of accumulated hours of unachieved Service Levels.

| Table 4.0 | |
|---|--|
| ACCUMULATED HOURS OF UNACHIEVED SERVICE LEVEL REQUIREMENTS | INVOICE CREDIT PERCENTAGE |
| For every Hour or portion thereof | 5% of monthly Hosting Fees, but not exceeding 100% of the monthly Hosting Fees for all accumulated hours per month |

County of Los Angeles - Department of Public Health

**Early Childhood Obesity Prevention Initiative Media Services
Fraser/White, Inc. Dba Fraser Communications**

Term: Date of Board Approval through June 30, 2015

| BUDGET SUMMARY (Schedule of Projected Costs) | |
|---|------------|
| COST CATEGORY | AMOUNT |
| Budget Category I: PROVIDE STRATEGIC COUNSEL FOR ALL COMMUNICATION AND MEDIA ACTIVITIES FOR ECOPI | \$ 24,450 |
| Budget Category II: DEVELOP CONTENT FOR EXISITING ECOPI WEBSITES, ONLINE RESOURCES, AND SOCIAL MEDIA | \$ 1,110 |
| Budget Category III: DEVELOP WEB APPLICATION | \$ 71,840 |
| Budget Category IV: DESIGN, DEVELOP AND IMPLEMENT MEDIA CAMPAIGNS | \$ 64,300 |
| Budget Category V: OUTREACH | \$ 38,300 |
| TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK | \$ 200,000 |

County of Los Angeles - Department of Public Health

**Early Childhood Obesity Prevention Initiative Media Services
Fraser/White, Inc. Dba Fraser Communications**

Term: July 1, 2015 through June 30, 2016

| BUDGET SUMMARY (Schedule of Projected Costs) | |
|---|--------------|
| COST CATEGORY | AMOUNT |
| Budget Category I: PROVIDE STRATEGIC COUNSEL FOR ALL COMMUNICATION AND MEDIA ACTIVITIES FOR ECOPI | \$ 20,550 |
| Budget Category II: DEVELOP CONTENT FOR EXISITING ECOPI WEBSITES, ONLINE RESOURCES, AND SOCIAL MEDIA | \$ 63,150 |
| Budget Category III: DEVELOP WEB APPLICATION | \$ 187,339 |
| Budget Category IV: DESIGN, DEVELOP AND IMPLEMENT MEDIA CAMPAIGNS | \$ 1,451,791 |
| Budget Category V: OUTREACH | \$ 122,170 |
| TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK | \$ 1,845,000 |

ATTACHMENT H
FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

THESE FORMS ARE REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS:

- H1 COUNTY'S ADMINISTRATION
- H2 CONTRACTOR'S ADMINISTRATION
- H3 CERTIFICATION OF EMPLOYEE STATUS
- H4 CERTIFICATION OF NO CONFLICT OF INTEREST
- H5 CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT
- H6 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT
- H7 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

EXHIBIT H1
COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. PH-002440

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Nicole M. Salgado
Title: Team Supervisor
Address: 313 N. Figueroa Street, 6th Floor West
Los Angeles California 90012
Telephone: 213-240-7832
Facsimile: 213-240-8343

COUNTY PROJECT DIRECTOR:

Name: Cynthia A. Harding, M.P.H
Title: Interim Director
Address: 313 N. Figueroa Street, Room 708
Los Angeles California 90012
Telephone: 213-240-8156
Facsimile: 213-481-2739

COUNTY WORK ORDER DIRECTOR:

Name: Rachel Tyree, M.P.H.
Title: Communications Director
Address: 3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Telephone: 213-427-4466
Facsimile: 213-351-2710

COUNTY PROJECT MANAGER:

Name: Veronica Orozco
Title: Communications Coordinator
Address: 3530 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Telephone: 213-351-7328
Facsimile: 213-351-2710

EXHIBIT H2
CONTRACTOR'S ADMINISTRATION
CONTRACTOR

MASTER AGREEMENT NO. PH-002440

CONTRACTOR'S PROJECT DIRECTOR:

Name: Ilene Prince
Title: Senior Vice President, Director of Client Services
Address: 1631 Pontius Avenue
Los Angeles, California 90025
Telephone: 310-566-3630
Facsimile: 310-319-1537
E-Mail Address: iprince@frasercommunications.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Renee Fraser, Ph.D.
Title: Chief Executive Officer
Address: 1631 Pontius Avenue
Los Angeles, California 90025
Telephone: 310-319-9101
Facsimile: 310-319-1537
E-Mail Address: rfraser@frasercommunications.com

Notices to Contractor shall be sent to the following address:

Name: Renee Fraser, Ph.D.
Title: Chief Executive Officer
Address: 1631 Pontius Avenue
Los Angeles, California 90025
Telephone: 310-319-9101
Facsimile: 310-319-1537
E-Mail Address: rfraser@frasercommunications.com

CERTIFICATION OF EMPLOYEE STATUS

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

Fraser/White, Inc., dba Fraser Communications
CONTRACTOR NAME

Work Order No. PH-002440-W1

County Master Agreement No. PH-002440

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

EMPLOYEES

- 1. _____
- 2. _____
- 3. _____
- 4. _____

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

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

Fraser/White, Inc., dba Fraser Communications
CONTRACTOR NAME

Work Order No. PH-002440-W1 County Master Agreement No. PH-002440

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

“Certain contracts prohibited.

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

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

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

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

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

Contractor Name Fraser/White, Inc., dba Fraser Communications

Work Order No. PH-002440-W1

County Master Agreement No. PH-002440

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, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this MAWO 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 MAWO 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.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them 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, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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

Contractor Name Fraser/White, Inc., dba Fraser Communications Employee Name _____

Work Order No. PH-002440-W1 County Master Agreement No. PH-002440

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, Confidentiality, and Copyright Assignment 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.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me 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 NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name Fraser/White, Inc., dba Fraser Communications Non-Employee Name _____

Work Order No. PH-002440-W1 County Master Agreement No. PH-002440

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, Confidentiality, and Copyright Assignment 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.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.

- I1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- I2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- I3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____ for _____, dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

(To Be Completed By County and attached to J1 and/or J2)

REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On _____, 2015____, before me, the undersigned, a Notary Public in and for the State of California, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of _____, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

NOTARY PUBLIC

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

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 Regulation (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 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 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 CFR § 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. Data Aggregation" has the same meaning as the term "data aggregation at 45 C.F.R. § 164.501. 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 and 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 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 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. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. 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, 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 applicable Covered Entity's 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.

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 Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

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

5.1 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 Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

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 Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 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 Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, 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 Sub-paragraphs 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.

(a) Business Associate may delay the notification required by Sub-paragraph 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.

(b) 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.

(c) 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 Sub-paragraph 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 Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 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 Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 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 Sub-paragraph 6.1, agreement required by Sub-paragraph 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 Sub-paragraph 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 Sub-paragraph 6.1.

6.8 Sub-paragraphs 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 Individuals(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. AMENDED 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 Sub-paragraph 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 Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 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 Sub-paragraph 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

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 Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 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 Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 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 Sub-paragraph 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 A 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 Sub-paragraphs 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Sub-paragraph 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 Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to

18.4 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 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. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON

TERMINATION OR EXPIRATION

18.1 Except as provided in Sub-paragraph 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 6.1.2 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 Sub-paragraph 18.1, in the event that 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 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 Sub-paragraphs 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 Sub-paragraph 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 Sub-paragraph 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 Sub-paragraph 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 Sub-paragraph 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.