



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRE, M.S.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District
Holly J. Mitchell
Second District
Sheila Kuehl
Third District
Janice Hahn
Fourth District
Kathryn Barger
Fifth District

November 02, 2021

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

Dear Supervisors:

APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED TEMPORARY PERSONNEL SERVICES FOR VARIOUS PROGRAMS EFFECTIVE UPON DATE OF EXECUTION THROUGH SEPTEMBER 30, 2029 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute nine Master Agreements with qualified vendors to provide as-needed temporary personnel services effective upon date of execution through September 30, 2029, and delegated authority to Health Departments to execute Master Agreement Work Orders.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (Public Health), or designee, to execute Master Agreements, substantially similar to Exhibit I, with the nine vendors listed in Attachment A; for the provision of temporary personnel services, effective upon execution through September 30, 2029.
2. Delegate authority to the Director of Public Health, or designee, to execute additional Master Agreements during the ensuing period with additional qualified vendors that submit a Statement of Qualifications (SOQ), which meets the requirements as outlined in the Request for Statement of Qualifications (RFSQ) for As-Needed Temporary Personnel Services released on July 20, 2021, subject to review and approval by County Counsel.
3. Delegate authority to the Director of Public Health, or designee, to execute amendments to the Master Agreements that: a) extend the term up to two additional one-year terms; b) extend the term,

if a Master Agreement Work Order (MAWO) executed prior to the expiration of the Master Agreement has an expiration date later than the Master Agreement's expiration date; and c) add, delete and/or change terms and conditions to conform to changes in federal, State, and/or County laws, regulations, and/or policies for the duration of the Master Agreements, subject to review and approval by County Counsel.

4. Delegate authority to the Directors of Public Health, Department of Health Services (DHS), and Department of Mental Health (DMH) (Health Departments), or their designees, to execute competitively solicited MAWOs for services performed under the Master Agreements subject to the following criteria for each MAWO: a) \$699,999 or less annually, upon County Counsel review and approval, the respective Department will notify your Board of the MAWO; and b) \$700,000 or more annually, the respective Department will return to your Board for approval. Annually, Public Health will provide your Board, the CEO, and County Counsel a listing of all approved vendors, executed MAWOs, the total annual amount awarded to each vendor, as well as the total cumulative amount awarded to each vendor.

5. Delegate authority to the Directors of the Health Departments, or their designees, to execute amendments to MAWOs that: a) extend the term of a MAWO at similar funding amounts for a maximum term of two years overall; b) adjust the term of the MAWOs at no cost; c) provide an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation; d) and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

6. Delegate authority to the Directors of the Health Departments, or their designees, to execute change notices to MAWOs that authorize modifications to or within budget categories within each budget, and make corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or changes to the MAWO's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to execute Master Agreements with qualified vendors that meet the minimum mandatory qualifications of the RFSQ. These Master Agreements will enable the Departments to have a pool of pre-qualified vendors to provide temporary personnel services on an as-needed basis to complete grant-funded and/or time-limited projects.

Approval of Recommendation 2 will allow Public Health to execute additional Master Agreements during the ensuing period with additional qualified vendors to meet service needs throughout the duration of the Master Agreement term and expand the pool of qualified contractors, without interruption, to meet the needs of the Departments.

Approval of Recommendation 3 will allow Public Health to execute amendments to the Master Agreements that: a) extend the term up to two additional one-year periods; b) extend the term if a MAWO executed prior to the expiration of the Master Agreement has an expiration date later than the Master Agreement expiration date; and c) to add and/or change terms and conditions to conform to changes in federal, State, and/or County laws, regulations, and/or policies.

Approval of Recommendation 4 will allow the Health Departments to execute competitively solicited MAWOs for services performed under the Master Agreements for as-needed temporary personnel

services.

Approval of Recommendation 5 will allow the Health Departments to execute amendments to MAWOs that: a) extend the term of a MAWO for a maximum term of two years overall; b) adjust the term of the MAWO at no cost; c) internally reallocate funds between budgets up to 10 percent of each budget's annual base maximum obligation; d) and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution and make corresponding service adjustments, as necessary.

Approval of Recommendation 6 will allow the Health Departments to execute change notices to MAWOs that authorize modifications to or within budget categories within each budget and make corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or make changes to the MAWO's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability: Continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves (the Departments) accountable, of the County's 2016-2021 Strategic Plan.

FISCAL IMPACT/FINANCING

Utilizing the Master Agreements, the Health Departments will be able to release Work Order Solicitations (WOS) to the pool of qualified vendors to provide temporary personnel services on an as-needed basis through the issuance of individualized MAWOs. The funding and funding source for each MAWO will vary, depending upon departmental needs, the term of the MAWO, and the availability of funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 5, 2016, your Board approved the execution of six Public Health and DHS Master Agreements for the provision of as-needed temporary personnel services. Subsequently, Public Health notified your Board that it was exercising delegated authority to execute four additional Master Agreements for the provision of as-needed temporary personnel Services. All 10 Master Agreements are slated to expire on February 28, 2023.

On July 20, 2021, Public Health issued a new RFSQ to resolicit temporary personnel services to replace the current Master Agreements and to expand the current pool of qualified vendors.

The recommended Master Agreements include all the current Board-mandated provisions, and each vendor has agreed to all the terms therein.

MASTER AGREEMENT ADMINISTRATION

Public Health will act as the County's Master Agreement Program Director and will provide overall direction and oversight of the day-to-day administration of the Master Agreements.

Public Health will be responsible for evaluating any additional SOQs, which will add to the pool of pre-qualified vendors that have demonstrated relevant experience and capacity to provide temporary

personnel services. Approval of a Master Agreement does not guarantee a contractor any minimum amount of business. The County only incurs an obligation as individual MAWOs are issued.

PUBLIC HEALTH, DHS, AND DMH PROGRAMS UTILIZATION OF THE MASTER AGREEMENT

As needed, each Health Department will issue its own WOS to all qualified vendors with an executed Master Agreement for As-Needed Temporary Personnel Services. Each WOS shall include a Statement of Work and Scope of Work describing in detail the project and work required for the performance thereof, guidance on WOS responsive pricing, submission requirements, and selection criteria. The Departments will evaluate responses and, unless otherwise specified in the WOS, select the lowest cost, qualified bid responding to the requirements of the WOS. Each WOS will be reviewed by County Counsel. Each Department will administer and monitor the MAWOs resulting from its WOSs.

The proposed Master Agreements will continue to be utilized as needed, to recruit a wide variety of programmatic and technical staff to address unplanned surges in demand, new grants or augmentations to grants and emergent initiatives and other programmatic changes.

Exhibit I has been reviewed and approved by County Counsel. Attachment A is a list of recommended contractors. Attachment B is the contracting opportunity announcement posted on the County website. Attachment C is the Community Business Enterprise Information Summary for the recommended vendors.

CONTRACTING PROCESS

On July 20, 2021, Public Health, in collaboration with DHS and DMH, released RFSQ #2021-003 for as-needed temporary personnel services with an initial deadline of August 16, 2021 to submit a SOQ.

This contracting opportunity was posted on the County of Los Angeles website, as well as on Public Health's Contracts and Grants website. In addition, a one-page contracting opportunity announcement flyer (Attachment B) was sent by electronic mail to all eligible Public Health vendors currently providing temporary personnel services under a contract with Public Health, as well as to vendors that expressed interest in providing temporary personnel services.

By August 16, 2021, the initial SOQ deadline, 11 vendors submitted SOQs in response to the RFSQ. As per the RFSQ, Public Health conducted a review of all 11 SOQs. Of the 11 SOQs, one was disqualified and deemed non-responsive to the RFSQ upon determination that they did not meet the minimum mandatory qualifications, one vendor was acquired by another agency prior to the conclusion of the evaluation process and was asked to resubmit their SOQ under the new agency, and nine vendors were determined to be qualified. Consequently, Public Health is recommending that the Board approve execution of nine Master Agreements.

Once the Master Agreements have been fully-executed, each Health Department will notify its programs of the availability of the Master Agreements and the procedures for their use.

In accordance with the solicitation process, the RFSQ will remain open throughout the duration of the Master Agreement term, unless sooner closed via an addendum to the RFSQ, thereby allowing new SOQs to be submitted. Subject to meeting the minimum requirements in the RFSQ, additional

qualified vendors will be offered a Master Agreement if it serves the best interest of the County.

Community Based Enterprise Program information as reported by the recommended vendors is identified in Attachment C. The vendors were selected without regard to gender, race, creed, color, or national origin for award of a Master Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Establishing of Master Agreements with pre-qualified vendors to provide as-needed temporary personnel services will simplify the solicitation and contracting process for the Departments that require these services. Approval of the recommended actions will enable the Departments to perform at a more efficient and effective level and provide timely services for the residents of Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd
Director



Christina R. Ghaly, M.D.
Director



JONATHAN E. SHERIN, M.D., Ph.D.
Director

BF:lr#05939

Enclosures

- c: Chief Executive Officer
- County Counsel
- Executive Officer, Board of Supervisors
- Department of Health Services
- Department of Mental Health

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
List of Qualified Vendors Recommended for
As-Needed Temporary Personnel Services Master Agreements

Vendor's Name	
1	22nd Century Technologies, Inc.
2	Healthcare Staffing Professionals, Inc.
3	Infojini, Inc.
4	JENN International, Inc. dba JENN International Personnel Agency
5	Partners In Diversity, Inc.
6	R.L. Klein & Associates
7	Ro Health, Inc.
8	Superb Tech, Inc.
9	Tryfacta, Inc.



CONTRACTING OPPORTUNITY*

BID NUMBER: 2021-003

BID TITLE: Request for Statement of Qualifications
for As-Needed Temporary Personnel Services

*Visit websites indicated below for additional information and updates.

RELEASE/OPEN DATE: July 20, 2021

INITIAL CLOSING/DUE DATE: August 16, 2021

CLOSING/DUE DATE: Open Continuous

The County of Los Angeles Department of Public Health (Public Health) is pleased to announce the release of a Request for Statement of Qualifications (RFSQ) to secure a pool of qualified companies to enter into Master Agreements with Los Angeles County to provide as-needed temporary personnel services.

Minimum Mandatory Qualifications

Interested and qualified companies that meet the Minimum Mandatory Qualifications of the RFSQ are invited to submit a Statement of Qualifications by the closing/due date. Please click the Public Health link below to review the Minimum Mandatory Qualifications identified in Section 1.4, of the RFSQ.

Next Steps for Interested Vendors

- ✓ Register at <http://camisvr.co.la.ca.us/webven>
- ✓ Review this contracting opportunity solicitation document for additional information, requirements, submission information, and updates at:
 - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>
 - <http://publichealth.lacounty.gov/cg/index.htm>

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
AS-NEEDED TEMPORARY PERSONNEL SERVICES RFSQ #2021-003

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

FIRM / ORGANIZATION INFORMATION	22nd Century Technologies, Inc.	Healthcare Staffing Professionals, Inc.	Infojini, Inc.	JENN International Personnel Agency	Partners In Diversity, Inc.	RL Klein & Associates	Ro Health, Inc.	Superb Tech Inc.	Tryfacta, Inc.	TOTAL
Total Number of Employees in Firm	2700	20	82	41	8	8	107	4	140	3,110
Business Structure	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	Corporation	
Owners/Partner/Associate Partners										
Black/African American		2			1			1		3
Hispanic/Latin American			1						1	2
Asian or Pacific Islander	3									3
American Indian				4						4
Filipino					1	1	1			3
White										3
Unspecified										-
Total	3	2	1	4	2	1	1	1	1	16
Female (should be included in counts above and also reported here separately).	1	0	0	1	2	0	0	1	1	6
Managers										
Black/African American	199		3						10	212
Hispanic/Latin American	32	2			1		2	1	5	43
Asian or Pacific Islander	53	1	1				1		18	74
American Indian	4		3						7	14
Filipino	3			2						5
White	337	1	2			1	10			351
Unspecified	25						20		14	59
Total	653	4	9	2	1	1	33	1	54	758
Female (should be included in counts above and also reported here separately).	378	1	5	2	1	1	11	1	21	421
Staff										
Black/African American	727		6	10	1		6		17	767
Hispanic/Latin American	140	8	9	5	2		4	2	26	196
Asian or Pacific Islander	178	2	10	1	1		10		10	212
American Indian	16		17						9	42
Filipino	6	2	7	18						33
White	894	2	23	1	1	6	29		23	956
Unspecified	83						24		85	130
Total	2044	14	72	35	5	6	73	2	85	2,336
Female (should be included in counts above and also reported here separately).	1088	13	37	22	5	4	49	0	34	1,252
Percentage of Ownership										
Black/African American		100%						100%		
Hispanic/Latin American			100%		50%				100%	
Asian or Pacific Islander	100%									
American Indian				100%			100%			
Filipino										
White					50%	100%				
Unspecified										
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Female (should be included in counts above and also reported here separately).	22%	0%	0%	97%	100%	0%	0%	100%	100%	100%
Current Certification as Minority, Women,										
Minority	X	X	X	X					X	X
Women				X	X			X	X	X
Disadvantaged					X					
Disabled Veteran						X				
Other								X		
County Certification										
Local Small Business Enterprise		X			X	X		X	X	X
Social Enterprise										
Disabled Veteran Business Enterprise						X				
Other Certifying Agency										

Figures are based on information provided by Vendors in their Statement of Qualifications.

EXHIBIT I

Master Agreement No.: PH-00XXXX



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC HEALTH

AND

(CONTRACTOR)

FOR

AS-NEEDED TEMPORARY PERSONNEL SERVICES

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	3
2.0	DEFINITIONS	4
3.0	WORK	5
4.0	TERM OF MASTER AGREEMENT	6
5.0	MASTER AGREEMENT SUM	7
6.0	ADMINISTRATION OF MASTER AGREEMENT - COUNTY	9
6.1	County's Master Agreement Program Director (MAPD)	10
6.2	Work Order Prgram Director (WOPD)	10
6.3	County's Project Manager	10
7.0	ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR	11
7.1	Contractor's Project Manager	11
7.2	Contractor's Authorized Official(s)	11
7.3	Approval of Contractor's Staff	12
7.4	Contractor's Staff Identification	12
7.5	Background and Security Investigations	12
7.6	Confidentiality	13
8.0	STANDARD TERMS AND CONDITIONS	14
8.1	AMENDMENTS	14
8.2	ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS	15
8.3	AUTHORIZATION WARRANTY	16
8.4	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	16
8.5	COMPLAINTS	17
8.6	COMPLIANCE WITH APPLICABLE LAW	17
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	18
8.9	CONFLICT OF INTEREST	20
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST	20
8.11	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	20
8.12	CONSTRUCTION	21

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	21
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:	23
8.16	COUNTY'S QUALITY ASSURANCE PLAN.....	24
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	24
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.19	COUNTERPARTS ELECTRONIC SIGNATURES AND REPRESENTATIONS	25
8.20	FAIR LABOR STANDARDS.....	26
8.21	FORCE MAJEURE	26
8.22	FEDERAL ACCESS TO RECORDS	26
8.23	CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER	27
8.24	GOVERNING LAW, JURISDICTION, AND VENUE	27
8.25	INDEPENDENT CONTRACTOR STATUS.....	27
8.26	INDEMNIFICATION	28
8.27	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	28
8.28	INSURANCE COVERAGE REQUIREMENTS	32
8.29	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	33
8.30	LIQUIDATED DAMAGES.....	33
8.31	MOST FAVORED PUBLIC ENTITY – INTENTIONALLY OMITTED.....	34
8.32	NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT.....	34
8.33	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	35
8.34	NON EXCLUSIVITY	36
8.35	NOTICE OF DELAYS.....	36
8.36	NOTICE OF DISPUTES.....	36
8.37	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	36
8.38	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	37
8.39	NOTICES.....	37
8.40	PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE.....	37

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
8.41	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	37
8.42	PUBLIC RECORDS ACT	37
8.43	PUBLICITY	38
8.44	RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT	38
8.45	RECYCLED BOND PAPER	40
8.46	RULES AND REGULATIONS	40
8.47	SOLICITATION OF BIDS OR PROPOSALS	40
8.48	SUBCONTRACTING	40
8.49	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	42
8.50	TERMINATION FOR CONVENIENCE	42
8.51	TERMINATION FOR DEFAULT	43
8.52	TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION	45
8.53	TERMINATION FOR INSOLVENCY	45
8.54	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	46
8.55	TERMINATION FOR NON-APPROPRIATION OF FUNDS	46
8.56	VALIDITY	46
8.57	WAIVER	46
8.58	WARRANTY AGAINST CONTINGENT FEES	46
8.59	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	47
8.60	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	47
8.61	TIME OFF FOR VOTING	47
8.62	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING	48
8.63	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	48
8.64	DATA ENCRYPTION	48
8.65	DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	49
8.66	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	50
9.0	UNIQUE TERMS AND CONDITIONS	50
9.1	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).....	50

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

PARAGRAPH	TITLE	PAGE
9.2	LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM.....	51
9.3	SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM.....	52
9.4	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM	53
9.5	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	54
9.6	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	55
9.7	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	55
9.8	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.....	56
9.9	DATA DESTRUTCTION.....	56
SIGNATURES		58

**MASTER AGREEMENT PROVISIONS
TABLE OF CONTENTS**

STANDARD EXHIBITS

- A County's Administration
- B Contractor's Administration
- C Contractor's Equal Employment Opportunity (EEO) Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Work Order Solicitation (WOS) Process
- G Forms Required for Each MAWO Before Work Begins
 - G1 Certification of Employee Status
 - G2 Certification of No Conflict of Interest
 - G3 Contractor Acknowledgement and Confidentiality Agreement
 - G4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76)

UNIQUE EXHIBITS

See Exhibits for explanation of forms below

- H Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- I Charitable Contributions Certification
- J Subsequent Executed Work Orders (Not Included)

Master Agreement No. PH-00XXXX

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC HEALTH
AND**

FOR

AS-NEEDED TEMPORARY PERSONNEL SERVICES

This Master Agreement and Exhibits is made and entered into on _____, by and between the County of Los Angeles (hereafter “County”) for its Department of Public Health (hereinafter “Public Health”) and _____, (hereinafter referred to as “Contractor”), to provide As-Needed Temporary Personnel Services.

RECITALS

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

WHEREAS, this Master Agreement is authorized under California Government Code Section 26227 which authorizes the Board of Supervisors to contract with private entities to meet the social needs of the population of the county in the areas of health, public safety, welfare, and education; and

WHEREAS, Public Health has determined that existing Public Health Programs, at certain times do not have sufficient manpower to perform public health projects provided by State, Federal, or other granting agencies within the time permitted by the grant agreements; it is difficult to recruit personnel to perform those services in the required time periods; and that the services to be provided hereunder most often of a specialized, professional and temporary nature or of an as needed, intermittent nature; and

WHEREAS, the term "Director" as used herein refers to the County's Director of Public Health, or authorized designees (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et seq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services, and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as needed personnel to Public Health Programs, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein and under the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Temporary Personnel Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director to execute and administer this Master Agreement and future Work Order Solicitations; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A – County’s Administration
- 1.2 EXHIBIT B – Contractor’s Administration
- 1.3 EXHIBIT C – Contractor’s Equal Employment Opportunity (EEO) Certification
- 1.4 EXHIBIT D – Jury Service Ordinance
- 1.5 EXHIBIT E – Safely Surrendered Baby Law
- 1.6 EXHIBIT F – Work Order Solicitation (WOS) Process
- 1.7 EXHIBIT G – Forms Required For Each MAWO Before Work Begins

Unique Exhibits:

Health Insurance Portability and Accountability Act (HIPAA) Agreement

- 1.8 EXHIBIT H – Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SB 1262 – Nonprofit Integrity Act of 2004

- 1.9 EXHIBIT I – Charitable Contributions Certification - SB 1262 – Nonprofit Integrity Act of 2004

Work Orders Executed Under this Master Agreement

- 1.10 EXHIBIT J – Subsequent Executed Work Orders (not attached)

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

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have been received by Public Health, are valid, and in effect at the time of a given Master Agreement Work Order (MAWO) award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor's Project Manager:** The term "Contractor's Project Manager" shall have the meaning set forth in sub-paragraph 7.1, Contractor's Project Manager, of this Master Agreement.
- 2.3 County's Master Agreement Program Director (MAPD):** The term "County's Master Agreement Program Director" or "MAPD" shall have the meaning set forth in sub-paragraph 6.1, County's Master Agreement Program Director, of this Master Agreement.
- 2.4 County's Project Manager:** The term "County's Project Manager" shall have the meaning set forth in sub-paragraph 6.3, County's Project Manager, of this Master Agreement.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 Director:** Director of Department of Public Health, or designee.
- 2.7 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.8 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent MAWO(s).

- 2.9 Master Agreement Work Order (MAWO):** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a SOW. Each MAWO shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the WOS, County shall select the lowest cost, qualified bid responding to the requirements of the proposed MAWO. No work shall be performed by Contractors except in accordance with validly bid and executed MAWO.
- 2.10 Qualified Contractor:** A Contractor who has submitted a SOQ in response to County's RFSQ; has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with Public Health.
- 2.11 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.12 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.13 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County for a specific Work Order Solicitation (WOS).
- 2.14 Work Order Program Director (WOPD):** The term "Work Order Program Director" shall have the meaning set forth in sub-paragraph 6.2, Work Order Program Director, of this Master Agreement.
- 2.15 Work Order Solicitation (WOS):** A solicitation for bids submitted to Qualified Contractors.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in any MAWO awarded to Contractor.
- 3.2 MAWO(s) shall generally conform to Exhibit F1, Sample MAWO, as determined by County. Each MAWO shall include an attached SOW, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a cost reimbursement basis, subject to the Total Maximum Amount specified on each individual MAWO.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the MAWO expiration date, and/or that exceeds the Total Maximum Amount as specified in the MAWO as originally written or

modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 3.4 County procedures for issuing and executing MAWOs are as set forth in this Section 3.0. Upon determination by County to issue a WOS, County shall issue a WOS containing a SOW to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted may submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor from bidding for that particular MAWO.
- 3.5 Upon completion of bid reviews, County shall execute the MAWO by and through the Public Health staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the WOS specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no MAWO(s) are awarded to some Master Agreement Qualified Contractors.
- 3.6 County estimates that selection of any Contractor shall likely occur within 30 business days of completion of the reviews of the particular WOS bids. Following selection, all Contractors selected by Public Health must be available to meet County on the starting date specified in the MAWO. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular WOS as determined in the sole discretion of Work Order Program Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6, within a given County fiscal year, then County may terminate this Master Agreement pursuant to sub-paragraph 8.53, Termination For Default.
- 3.8 Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframes may disqualify Contractor from future utilization.
- 3.9 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the MAWO.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The Master Agreement term will be effective upon execution and continue through September 30, 2029. The County shall have the option to extend

the term for two additional one-year terms. The two year-to-year extensions may be exercised at the sole discretion of Public Health.

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

5.0 MASTER AGREEMENT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed MAWO(s). In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to Public Health by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/
Termination of Master Agreement**

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

5.4 Invoices and Payments

5.4.1 Contractor shall invoice the County, in arrears only, for providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement via a Public Health awarded MAWO. Contractor shall separately invoice County for each MAWO monthly, on a cost reimbursement basis. The type of County required invoice shall be specified in each MAWO.

5.4.2 Payment for all work shall be on a cost reimbursement basis, subject to the Total Maximum Amount specified in each MAWO, less any amounts assessed in accordance with sub-paragraph 8.30, Liquidated Damages.

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

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

5.4.5 Invoice Content

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

Cost Reimbursement

Each invoice submitted by Contractor shall specify:

- County's assigned numbers of the MAWO and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of person(s) who performed the work;
- A brief description of the deliverable(s) for which payment is

claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable;

- The budget, amounts claimed this period, amounts claimed year to date, and remaining balance; and
- The total amount of the invoice.

5.4.6 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.5 Budget Reductions

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

5.6 Contractor Budget and Expenditures Reduction Flexibility

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Master Agreement, 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 its MAWO via a written amendment to the MAWO.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Master Agreement Program Director (MAPD)

6.1.1 The MAPD, or designee, has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the County and Contractor.

6.1.2 The MAPD, or designee, is responsible for the administration of this Master Agreement, including keeping and updating all records relating thereto, and for resolving disputes between County and Contractor.

6.2 Work Order Program Director (WOPD)

6.2.1 The WOPD or designee, is responsible for the issuance of WOS and Addenda to WOS under this Master Agreement.

6.2.2 The WOPD, or designee, is the approving authority on all WOS and is responsible for the approval and assuring execution on behalf of County of all MAWOs, Amendments, and Change Notices to MAWOs, issued under this Master Agreement.

6.2.3 County shall notify Contractor, in writing, of any change in the name or address of the WOPD.

6.3 County's Project Manager

6.3.1 County's Project Manager will be identified in the executed MAWO and is the County's chief contact related to individual MAWOs. County's Project Manager shall generally be the first person for Contractor to contact with any questions.

6.3.2 A specific County employee shall be assigned as County's Project Manager for each particular MAWO under this Master Agreement. County's Project Manager shall be specified in, and specific to, each MAWO.

6.3.3 County's Project Manager shall be responsible for the evaluation of WOS responses and for making recommendations for Eligible Contractor selection.

6.3.4 County's Project Manager for a particular Work Order shall be responsible for coordinating and monitoring Contractor's work, and

for ensuring that Work Order objectives are met. County's Project Manager shall also be responsible for:

- Monitoring and reporting of Contractor's performance and progress, of Work Order requirements;
- Ensuring Contractor's compliance with County's applicable Technical Standards;
- Reviewing and approving project tasks, equipment, services, and other work;
- Coordinating with Contractor's Project Manager or designated staff, on a regular basis, regarding the performance of Contractor;
- Providing direction to Contractor as they relate to County policies specific to individual Work Orders;
- Reviewing and approving Contractor invoices.

6.3.5 County's Project Manager is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active MAWO(s).

7.2 Contractor's Authorized Official(s)

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

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such

officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

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

if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of a Contractor's staff does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within Public Health. During the term of the Master Agreement, Public Health may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under the Master Agreement or MAWO and replace such staff within 15 days of removal, or within an agreed upon time with the County's Project Manager. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor or to Contractor's staff any information obtained through the County's criminal history review.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County, or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5, Background and Security Investigations, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

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

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

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

-AND-

7.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

8.1.2 The Director of Public Health, or designee may, at his/her sole discretion, authorize extensions of time as defined in paragraph 4.0, Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and

by Director of Public Health.

- 8.1.3 The Director of Public Health, may at his/her sole discretion, execute amendments to MAWO(s) that extend the term, and/or increase/decrease each MAWO maximum obligation, contingent upon the availability of funds, subject to review and approval by County Counsel and notification to and/or approval of the Board of Supervisors.
- 8.1.4 Notwithstanding sub-paragraph 8.1.1, in instances where the County's Board of Supervisors has delegated authority to the Director to amend a MAWO to permit modifications to or within schedule budget categories, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the MAWO's terms and conditions, a written Change Notice shall be signed by the Director or designee and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into, and become part of the MAWO.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County, in writing, of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

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

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

immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

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

- 8.5.1 Within 10 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan, or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 calendar days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Master Agreement, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to

Contractor's indemnification obligations under this sub-paragraph 8.6, Compliance With Applicable Law, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 4 Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar

Contractor from the award of future County Master Agreements/Contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9, Conflict of Interest, shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General

Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 CONSTRUCTION

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors

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

8.13.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, Public Health will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and Public Health shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.14 **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

8.15 **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

- 8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

the occurrence.

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.18.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.19 COUNTERPARTS ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, Amendments, of this Master Agreement, and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to Amendments to this Master Agreement.

8.20 FAIR LABOR STANDARDS

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

8.21 FORCE MAJEURE

8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States

Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the Master Agreements/Contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of \$10,000 or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.25 INDEPENDENT CONTRACTOR STATUS

- 8.25.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.25.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County

shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.25.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6, Confidentiality.

8.26 INDEMNIFICATION

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

8.27 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.27.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below

and provided prior to commencing services under this Master Agreement.

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

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

County of Los Angeles – Department of Public Health
 Contract Monitoring Section
 5555 Ferguson Drive, 3rd Floor, Suite 3031
 Commerce, California 90022
 Attention: Manager Contract Monitoring Section

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

8.27.2 Additional Insured Status and Scope of Coverage

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

8.27.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.27.4 Failure to Maintain Insurance

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

8.27.5 Insurer Financial Ratings

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

8.27.6 Contractor's Insurance Shall Be Primary

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

8.27.7 Waivers of Subrogation

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

8.27.8 Sub-Contractor Insurance Coverage Requirements

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

8.27.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.27.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three

years following Master Agreement expiration, termination or cancellation.

8.27.11 **Application of Excess Liability Coverage**

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

8.27.12 **Separation of Insureds**

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

8.27.13 **Alternative Risk Financing Programs**

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

8.27.14 **County Review and Approval of Insurance Requirements**

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

8.28 **INSURANCE COVERAGE REQUIREMENTS**

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

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

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

this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.28.3 **Workers Compensation and Employers' Liability:** Contractor shall maintain insurance or qualified self-insurance satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is (1) an employee leasing temporary staffing firm; or, (2) a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Written notice shall be provided to the County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

8.30 LIQUIDATED DAMAGES

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

performance of this Master Agreement that the Director deems are correctable by the Contractor over a certain time span, the Director will provide written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.30.3 The action noted in sub-paragraph 8.31.2 above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.30.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified sub-paragraph 8.31.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.31 MOST FAVORED PUBLIC ENTITY - INTENTIONALLY OMITTED

8.32 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.33 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.33.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.33.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's Equal Employment Opportunity (EEO) Certification.
- 8.33.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.33.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.33.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.33.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.34, Nondiscrimination and Affirmative Action, when so requested by the County.
- 8.33.7 If the County finds that any provisions of this sub-paragraph 8.34, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to

determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.34 NON EXCLUSIVITY

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

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, return receipt requested, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses and parties to be notified may be changed by either party giving 10 days prior written notice thereof to the other party. The Director of Public Health shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.40 PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE

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

8.41 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.42 PUBLIC RECORDS ACT

- 8.42.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.45, Record Retention and Inspection-Audit Settlement, of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for

Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.43 PUBLICITY

- 8.43.1 Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Master Agreement, shall have prior written approval from the Director prior to its publication, printing, duplication, and implementation with this Master Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.
- 8.43.2 For the purposes of this Master Agreement, all such items shall include, but not be limited to: written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials, (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

8.44 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and

the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.44.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.44.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.45, Record Retention and Inspection-Audit Settlement, shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.44.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds

appropriated by the County for the purpose of this Master Agreement.

8.45 RECYCLED BOND PAPER

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

8.46 RULES AND REGULATIONS

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

8.47 SOLICITATION OF BIDS OR PROPOSALS

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

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

8.48 SUBCONTRACTING

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

- Identification of the proposed Subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.

- A detailed description of the services to be provided by the subcontract.
 - The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
 - A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)
 - Any other information and/or certification(s) requested by Director.
- 8.48.2 Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- 8.48.3 Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Master Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of Subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.
- 8.48.4 In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all Subcontractors, and their officers, employees, and agents.
- 8.48.5 In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any Subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- 8.48.6 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.48.7 Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such

prime contract.” Further, Contractor shall also reflect as Subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

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

- 8.48.8 The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.
- 8.48.9 Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.
- 8.48.10 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.48.11 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County’s approval of the Contractor’s proposed subcontract.

8.49 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.15, Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.54, Termination for Default, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.50 TERMINATION FOR CONVENIENCE

- 8.50.1 County may terminate this Master Agreement, and any MAWO issued hereunder, in whole or in part, from time to time or

permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

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

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

8.50.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or MAWO shall be maintained by the Contractor in accordance with sub-paragraph 8.45, Record Retention and Inspection-Audit Settlement.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Manager:

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

8.51.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.54.1, the County may procure, upon such terms and in such manner as the County

may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

- 8.51.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.54.2 if its failure to perform this Master Agreement, including any MAWO issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.51.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.54, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.54, or that the default was excusable under the provisions of sub-paragraph 8.54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.53, Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this sub-paragraph 8.54, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.52 TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION

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

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

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

8.53 TERMINATION FOR INSOLVENCY

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

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

8.53.2 The rights and remedies of the County provided in this subparagraph 8.56, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.55 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.56 VALIDITY

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

8.57 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.62, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.61 TIME OFF FOR VOTING

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

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

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

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

8.62.3 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 8.64, Compliance With County's Zero Tolerance Policy On Human Trafficking, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.63 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this sub-paragraph 8.66, Compliance With Fair Chance Employment Practices, of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.64 DATA ENCRYPTION

Contractor and any Subcontractor(s) shall comply with the encryption standards set forth below for electronically transmitted or stored personal information (PI), protected health information (PHI), and/or medical information (MI). PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

8.64.1 Stored Data: Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (1) Federal Information Processing Standard Publication (FIPS) 140-2; (2) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); (3) NIST Special Publication 800-57. Recommendation for Key

Management - Part 2: Best Practices for Key Management Organization; and (4) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

8.64.2 Transmitted Data: All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (1) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (2) NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

8.64.3 Certification: The County must receive within 10 business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption products(s) generate and such reports shall be subject to audit in accordance with the Master Agreement. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.67, Data Encryption, shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.65 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

8.65.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

8.65.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

8.65.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

8.65.4 At any time during the duration of the Master Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the Public Health, shall decide whether to approve exemption requests.

8.66 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

9.0 UNIQUE TERMS AND CONDITIONS

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

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996, (HIPAA) as in effect and as may be amended, as contained in Exhibit I.

There are three options for HIPAA language:

- 9.1.1 Covered Entity – Contractor provides direct patient care and by definition must not only have access to patient medical records but also provides input into the content of the patient's medical record.
- 9.1.2 Business Associate – Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services.

9.1.3 Inadvertent Access – Contractor is neither a Covered Entity nor Business Associate. Contractor or its employees are not intended to have any access to patient medical records/patient information, but in the course of the performance of Agreement services, may have inadvertent access to such records.

For each MAWO, the applicable HIPAA provisions will be determined and included in the MAWO.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

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

9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

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

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

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement/MAWO award.

9.3 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

- 9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/MAWO to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement/MAWO amount and what the County's costs would have been if the Master Agreement/MAWO had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement/MAWO; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this

information prior to responding to a solicitation or accepting a Master Agreement/MAWO award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- 9.4.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/MAWO to which it would not otherwise have been entitled, Contractor shall:
1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement/MAWO had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement/MAWO; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of

this information prior to responding to a solicitation or accepting a Master Agreement/MAWO award.

9.5 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.5.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.
- 9.5.2 During the term of this Master Agreement and for five years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.
- 9.5.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.5.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.5.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.5.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.5.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.5.6 All the rights and obligations of this sub-paragraph 9.5 shall survive the expiration or termination of this Master Agreement.

9.6 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.7 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

termination or debarment proceedings or both. (County Code Chapter 2.202)

9.8 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

- 9.8.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.
- 9.8.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.
- 9.8.3 Failure by Contractor to meet the requirements of this subparagraph 9.8, Contractor's Exclusion From Participation In a Federally Funded Program, shall constitute a material breach of Master Agreement upon which County may immediately terminate or suspend this Master Agreement.

9.9 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. (Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>)

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Contractor

By _____
Signature

Printed Name

Title: _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION

Department of Public Health

By _____

Contracts and Grants Division Management

#0XXXX

**MASTER AGREEMENT FOR
AS-NEEDED TEMPORARY PERSONNEL SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A County's Administration**
- B Contractor's Administration**
- C Contractor's Equal Employment Opportunity (EEO) Certification**
- D Jury Service Ordinance**
- E Safely Surrendered Baby Law**
- F Work Order Solicitation (WOS) Process**
 - F1 Sample Master Agreement Work Order (MAWO)**
 - F2 Sample Line Item Budget**
- G Forms Required for Each MAWO Before Work Begins**
 - G1 Certification of Employee Status**
 - G2 Certification of No Conflict of Interest**
 - G3 Contractor Acknowledgment and Confidentiality Agreement**
 - G4 Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. PART 76)**

UNIQUE EXHIBITS

- H Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**
- I Charitable Contributions Certification**
- J Work Orders Executed Under this Master Agreements (not attached)**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NUMBER: _____

COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: Karen Buehler
Title: Chief, Contracts and Grants Division
Address: 5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022
Telephone: (323) 914 - 7474
Facsimile: (323) 838 - 8356
E-Mail Address: KBuehler@ph.lacounty.gov

WORK ORDER PROGRAM DIRECTOR:

Name: Judith Robb
Title: Section Head, Contracts and Grants Division
Address: 5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, California 90022
Telephone: (323) 914 - 7493
Facsimile: (323) 838 - 8356
E-Mail Address: JRobb@ph.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: WILL BE DETERMINED AT THE TIME OF MAWO EXECUTION
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NUMBER: **PH-00XXXX**

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

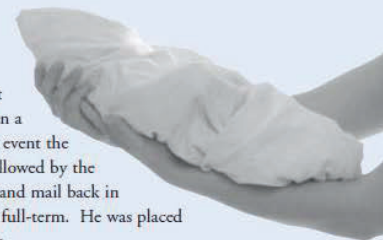
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

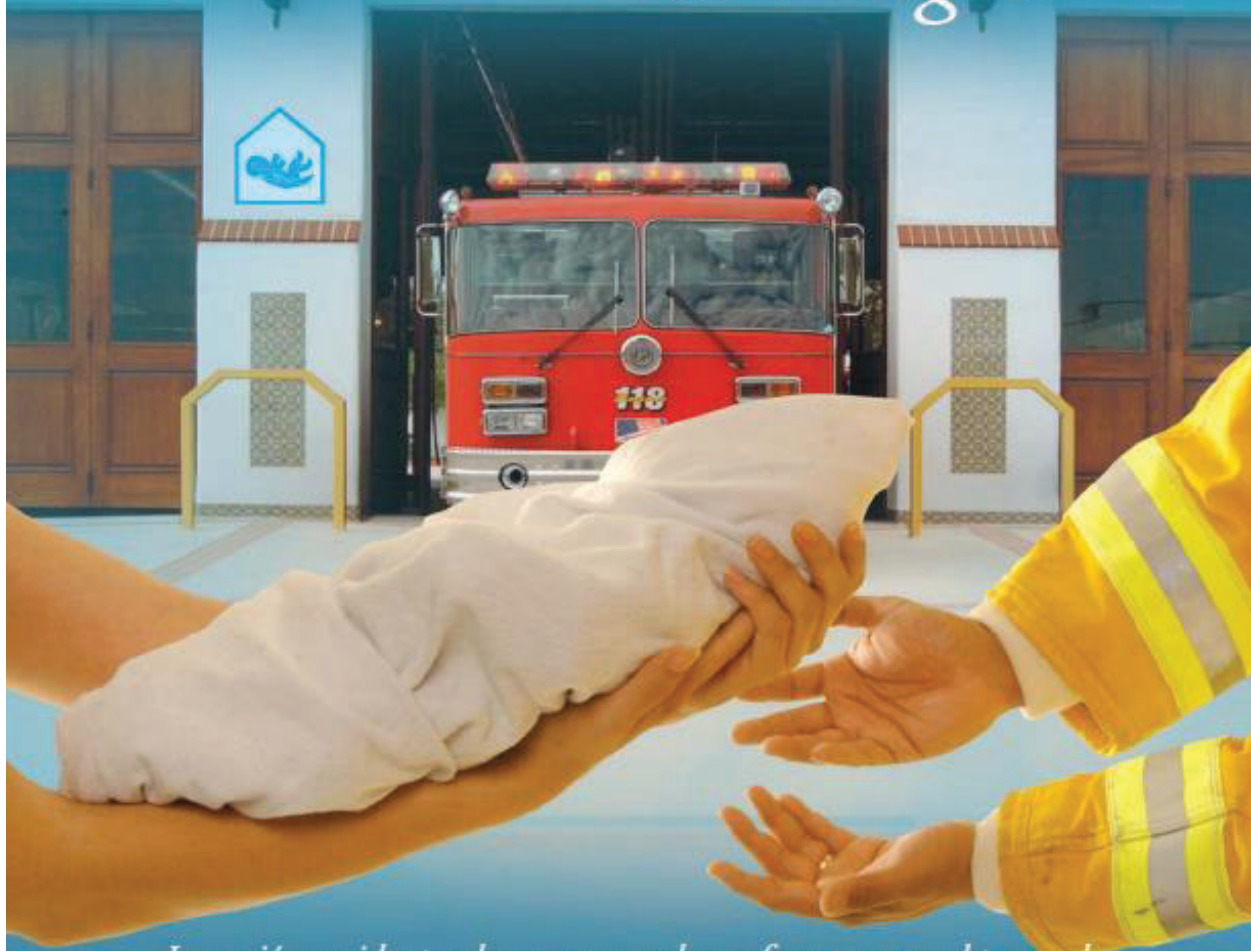
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



WORK ORDER SOLICITATION (WOS) PROCESS

The following describes the typical process that the Department of Public Health (hereafter “Public Health”) will use in selecting a Master Agreement Contractor (hereafter “Contractor”) for a given project. This does not preclude Public Health from awarding a Master Agreement Work Order (MAWO) directly to a specific Contractor with an existing Master Agreement when it is in the County’s best interest, as determined by the Director of Public Health or designee.

A. Work Order Solicitation (WOS) Process

Public Health will submit a WOS to all qualified Contractors for the provision of As-Needed Temporary Personnel services. The WOS will be in the form of a Statement of Work, Scope of Work – Goals and Objectives, and Line Item Budget(s) detailing the needs for the project, which describes the specific project in detail, including but not limited to, the scope, required skills, completion dates, and reporting requirements. Contractors will be given three to four weeks after the issue date of the WOS to submit their bids in the form of a Line Item Budget(s) for the project. County reserves the right to reduce the response time to meet its service needs.

B. Submission of WOS Bids

In response to the WOS, interested qualified Contractors will submit bids in the form of a Line Item Budget(s). See Exhibit F2 – Sample Line Item Budget, attached for reference.

C. WOS Bid Selection Process

Public Health will select the lowest cost responsive WOS bid based on the combined budget totals submitted by the Contractors for the project.

D. Master Agreement Work Order (MAWO) Execution

A Contractor whose bid submission is selected shall not begin work on the project until the MAWO has been fully executed and incorporated into the selected bidder’s Master Agreement with the County of Los Angeles. See Exhibit F1 – Sample Master Agreement Work Order, attached for reference.

Master Agreement Number: _____

Work Order Number: _____

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

SAMPLE MASTER AGREEMENT WORK ORDER

FOR

AS-NEEDED TEMPORARY PERSONNEL SERVICES

“CONTRACTOR”

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

RECITALS

WHEREAS, on _____, 20__ the County of Los Angeles and CONTRACTOR NAME, entered into Master Agreement Number _____ to provide as-needed temporary personnel services for the Department of Public Health; and

WHEREAS, Contractor submitted a response to Work Order Solicitation Number _____ released by the County for As-Needed Temporary Personnel services; and

WHEREAS, County has been allocated funds from _____ to support standardized processes and interoperable systems critical to carrying out key public health functions; and

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

WHEREAS, all terms of the Master Agreement PH-_____ 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, and G are attached to and form a part of this 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 Master Agreement 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 (to be attached in final MAWO)
- 1.2 Attachment B – Scope of Work – Goals and Objectives (to be attached in final MAWO)
- 1.3 Attachment C – Line Item Budget (to be attached to final MAWO)
- 1.4 Attachment D – Certification of No Conflict of Interest (to be attached in final MAWO)
- 1.5 Attachment E – Certification of Employee Status (to be attached in final MAWO)
- 1.6 Attachment F – Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
- 1.7 Attachment G – Forms Required for Each MAWO Before Work Begins

2.0 WORK

- 2.1 Pursuant to the provisions of this MAWO, 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 – Goals and Objectives. This MAWO shall constitute the complete and exclusive statement of understanding between the parties relating to the subject matter of this MAWO.

3.0 TERM OF MASTER AGREEMENT WORK ORDER

The term of this MAWO shall commence on _____ and end _____, unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

4.0 CONTRACT RATES – PERSONNEL

Contractor shall provide temporary personnel services at the specified rates in Attachment C, Line Item Budget. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Manager or 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 of Public Health or designee ("Director), may cancel this MAWO, without cause, upon the giving of 10 calendar days' written notice to Contractor. As an alternative to cancellation, Director may, at his or her sole discretion consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Director and executed by Contractor and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1, Amendments.

6.0 FUNDING SOURCE

Provision of services under this MAWO for PROJECT TITLE is 100 percent offset by [enter name of grantor] funds.

7.0 MAXIMUM TOTAL AMOUNT AND PAYMENT

7.1 The Maximum Total Amount that County will pay Contractor for all Services to be provided under this MAWO shall not exceed the amount of _____ dollars (\$\$\$) as set forth in Attachment C, Line Item Budget, for the term of performance, from the date of execution through _____ unless otherwise revised or amended under the terms of this MAWO.

7.2 County agrees to compensate Contractor in accordance with the payment structure set forth in Attachment C, Line Item 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 Maximum Total 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 MAWO Director, or her designee; no later than 30 calendar days after month end in the month that the services were rendered/performed.
- 7.5 Upon expiration or prior termination of this MAWO, Contractor shall submit to County MAWO Director, within 30 calendar days of expiration or termination, 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 MAWO Director within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- 7.6 Contractor may request that Director modify the project budget. These requests will be reviewed and considered for approval if the Director determines that the requests are programmatically sound and fiscally appropriate. Additional budget modification instructions may be provided by County. The budget may only be modified after Contractor obtains the prior written approval of the Director or designee. No modification shall increase the maximum total amount that County pays to Contractor as provided in Paragraph 7.1. Contractor may submit budget modification requests that seek to move funds within and between any budget categories. All budget modifications shall be incorporated into this MAWO by a written Change Notice executed by Contractor and the Director or designee.

8.0 INVOICE AND PAYMENTS

Contractor shall invoice the County in arrears only for providing the tasks, deliverables, services, and other work specified in this MAWO. Contractor shall invoice County on a Cost Reimbursement basis.

Cost Reimbursement:

- a) Salaries.
- b) Employee Benefits Full-Time – At a minimum, the benefit package must include FICA, Health Insurance (Basic Health and Dental must be 100% covered by the Contractor/Employer), Unemployment Insurance, Disability Insurance, and Workers Compensation. Benefits shall include County observed Holiday days, vacation days, and sick days.

EB Part-Time – At a minimum, the benefit package must include FICA, Unemployment Insurance, and Workers Compensation. County observed Holiday days, vacation days, and sick days do not apply for Part-Time personnel.

- c) Travel – Some positions will be required to travel to different locations throughout the project period as outlined in Attachment A, Statement of Work. Budget should include funding for local mileage and parking and out of town travel reimbursement. County’s current mileage reimbursement rate is \$0.52 cents per mile.
- d) Supplies/Materials.
- e) Consultant/Contractual
- f) Other
- g) Indirect Cost – Must not exceed 10% of total direct costs.

Invoices under this MAWO shall be submitted to the County MAWO Director.

9.0 CONFLICT OF INTEREST

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, sub-paragraph 8.9, Conflict of Interest.

10.0 MANDATORY COMPLETION DATE

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

11.0 SERVICES

In accordance with Master Agreement sub-paragraph 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.

/

/

/

/

/

/

/

/

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

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

CONTRACTOR

By: _____
Signature

Printed Name

Title: _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
RODRIGO A. CASTRO-SILVA
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By: _____

Contracts and Grant Division Management
#0XXXX

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:
 County Requesting Department:
 County Project Manager:
 County MAWO Director:

BUDGET SUMMARY (Schedule of Projected Costs)	
COST CATEGORY	AMOUNT
Salaries/Hourly Compensation	
Employee Benefits (Full-Time and Part-Time)	
Travel	
Indirect Costs*	
TOTAL COST TO MEET THE REQUIREMENTS OF THE WORK	

*** Indirect Cost must not exceed 10% of total direct costs**

CERTIFICATION

I certify that the following required costs (check boxes, as applicable) are included in this budget for Full-Time staff:

- 100% Basic Health and Dental Benefits
- 12 County-observed Holidays annually, 10 vacation days (accrued monthly), and 12 sick days (accrued monthly) per year.

 **Contractor's Authorized Official Signature

 Date

NOTE: No E-signatures will be accepted

** Pursuant to Master Agreement, Paragraph 7.2 Contractor's Authorized Official(s). The authorized official must be the same person identified in Master Agreement, Exhibit B.

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

PERSONNEL SERVICES FORM (FULL TIME)

Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	Monthly Salary	FTE	# of Months	Proposed Cost
Position description:				
Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	Monthly Salary	FTE	# of Months	Proposed Cost
Position description:				
Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	Monthly Salary	FTE	# of Months	Proposed Cost
Position description:				
Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	Monthly Salary	FTE	# of Months	Proposed Cost
Position description:				

Salary Subtotal

Employee Benefits (enter percentage)

(enter percentage)

Total Personnel Costs - Full-Time

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

PERSONNEL SERVICES	
BUDGET CATEGORY - FULL-TIME EMPLOYEE BENEFITS	
COMPONENT	PERCENTAGE
F.I.C.A.	
Health and Dental Insurance	
Unemployment Insurance	
Disability Insurance	
Workers Compensation	
Other (itemize):	
TOTAL*	0.00%

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must be within the range of __% - __% of salary cost**

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

PERSONNEL SERVICES FORM (PART-TIME)

Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	# of positions	Hourly Rate	# of Weeks	# of Hours per Week	Proposed Cost

Position description:

Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	# of positions	Hourly Rate	# of Weeks	# of Hours per Week	Proposed Cost

Position description:

Title/Name <small>(if position is vacant, indicate TBH and approx. date of hire)</small>	# of positions	Hourly Rate	# of Weeks	# of Hours per Week	Proposed Cost

Position description:

Salary Subtotal

Employee Benefits (enter percentage)

(enter percentage)

Total Personnel Costs - Hourly

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

PERSONNEL SERVICES	
BUDGET CATEGORY - PART-TIME EMPLOYEE BENEFITS	
COMPONENT	PERCENTAGE
F.I.C.A.	
Unemployment Insurance	
Workers Compensation	
Other (Itemize):	
TOTAL*	0.00%

If your agency has multiple rates, include a separate page for each rate and an explanation as to when each rate is used.

***Must not exceed __% of total hourly cost**

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

BUDGET CATEGORY- TRAVEL	(A) Proposed Cost
Item: Mileage Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Item: Parking Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Total Travel Requested	<div style="background-color: #cccccc; height: 100%;"></div>

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

BUDGET CATEGORY- SUPPLIES	(A) Proposed Cost
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%;"></div>
Total Supplies Requested	

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

BUDGET CATEGORY- CONSULTANT/CONTRACTUAL	(A) Proposed Cost
Consultant/Contractor Name: Type of Service: Rate and Terms of Service:	<div style="background-color: #cccccc; height: 150px;"></div>
Consultant/Contractor Name: Type of Service: Rate and Terms of Service:	<div style="background-color: #cccccc; height: 150px;"></div>
Consultant/Contractor Name: Type of Service: Rate and Terms of Service:	<div style="background-color: #cccccc; height: 150px;"></div>
Total Consultant/Contractual Services Requested	<div style="background-color: #cccccc; height: 50px;"></div>

ATTACHMENT C - Sample Line Item Budget

Contractor Name:
 Project Title:
 Period of Performance:

BUDGET CATEGORY- OTHER	(A) Proposed Cost
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%; width: 100%;"></div>
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%; width: 100%;"></div>
Item: Methodology Used:	<div style="background-color: #cccccc; height: 100%; width: 100%;"></div>
Total Other Requested	

EXHIBIT G

FORMS REQUIRED FOR EACH MASTER AGREEMENT WORK ORDER (MAWO) BEFORE WORK BEGINS

- G1 CERTIFICATION OF EMPLOYEE STATUS
- G2 CERTIFICATION OF NO CONFLICT OF INTEREST
- G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(45 C.F.R. PART 76)

**AS-NEEDED TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

County Master Agreement Number: PH-_____ Work Order Number: _____

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 Master Agreement 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

**AS-NEEDED TEMPORARY PERSONNEL SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

County Master Agreement Number: PH-_____ Work Order Number: _____

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 AND CONFIDENTIALITY AGREEMENT

(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: _____

County Master Agreement Number: PH-_____ Work Order Number: _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of 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 agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

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

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Vendor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Vendor further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Vendor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Vendor acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Vendor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and

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

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Vendor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Vendor shall attach a written explanation to its proposal in lieu of submitting this Certification. Vendor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Vendor and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Statement of Qualifications.

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

Vendor hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

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

SPECIFIC HIPAA REQUIREMENT WILL VARY BY MAWO

**CONTRACTOR'S OBLIGATION AS A COVERED ENTITY UNDER THE HEALTH
INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patient's medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy and security.

Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for its damages to the other party that are attributable to such failure

=====

OR

INADVERTENT ACCESS

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereinabove.

=====

OR

**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. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of

the HIPAA Rules that are applicable to Business Associates.

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.
- 1.2 “Business Associate” has the same meaning as the term “business associate” at 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. § 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 used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 “Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.
- 1.12 “Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).
- 1.13 “Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.
- 1.14 “Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

- 1.15 “Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, 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 or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in 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 **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

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

5.2.3 If Business Associate is not able to provide the information specified in 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.

5.3 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.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral

statement, unless a written statement as described in 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

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by 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 sub-paragraph 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 sub-paragraph 18.2 and sub-paragraph 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 return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in 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 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.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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