



Board of Supervisors Operations Cluster Agenda Review Meeting

DATE: May 8, 2024

TIME: 2:00 p.m. – 4:00 p.m.

MEETING CHAIR: John Leonard, 3rd Supervisorial District

CEO MEETING FACILITATOR: Thomas Luscombe

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 439827168# or [Click here to join the meeting](#)

Teams Meeting ID: 261 988 418 429

Passcode: PDSfQN

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. DISCUSSION ITEM(S):

- A) Board Letter:
APPROVAL OF OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES MASTER AGREEMENT
DHR - Maggie Martinez, Assistant Director, DHR Occupational Health & Leave Management

- B) Board Letter:
APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR THE ACQUISITION AND IMPLEMENTATION OF THE VETERAN CUSTOMER EXPERIENCE SOLUTION AND APPROVE AN APPROPRIATION ADJUSTMENT FOR FISCAL YEAR 2023-24
MVA/CIO - James Zenner, Director of Military and Veterans Affairs and Zuleyda Santana, Chief Deputy of Military and Veterans Affairs

- C) Board Letter:
REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE FUNDS TO MEET FINANCIAL OBLIGATIONS
A-C - Connie Yee, Chief Deputy Auditor-Controller

- D) Board Letter:
RECOMMENDATION TO AWARD A CONTRACT FOR THE ANNUAL COUNTY FINANCIAL AUDIT
A-C - Connie Yee, Chief Deputy Auditor-Controller

- E) Board Letter:
ISSUANCE AND SALE OF 2024-25 TAX AND REVENUE ANTICIPATION NOTES
TTC - Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, Daniel Wiles, Assistant Treasurer and Tax Collector and Teresa Wong Gee, Chief Public Finance Officer

- F) Board Letter:
LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION LEASE REVENUE NOTE PROGRAM
TTC - Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, Daniel Wiles, Assistant Treasurer and Tax Collector and Teresa Wong Gee, Chief Public Finance Officer

4. PRESENTATION ITEM(S):

None available.

5. NOTICE OF CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)

Significant exposure to litigation (three cases)

6. ADJOURNMENT

UPCOMING ITEM(S) FOR MAY 15, 2024:

None available.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	5/21/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Human Resources (DHR)	
SUBJECT	Approval and delegated authority to execute a Master Agreement for Occupational Health Medical Examination (OHME) Services and execute agreements with contractors, as they become qualified, for DHR's Occupational Health Programs.	
PROGRAM	Occupational Health Medical Examination Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The current OHME Services Master Agreement will expire on June 30, 2024. The Initial Term for the new Master Agreement is effective upon the later of (i) the date of its execution or (ii) July 1, 2024, through June 30, 2029, with three optional one-year extensions through June 30, 2032.	
COST & FUNDING	Total cost: Services are utilized as needed.	Funding source: Appropriation and funding for these services will be included in DHR's fiscal year's budget for each contract year. The costs for these services are reimbursed by County of Los Angeles (County) departments that utilize this service.
	TERMS (if applicable): <ul style="list-style-type: none"> • Master Agreement Term: Five years and three one-year options. • Contractors will be paid on a fixed price per deliverable basis. • All Contractors will provide one or more of the following clinic-based services: 1) Pre-employment/Post-Offer (PEPO) exams, 2) Occupationally Mandated Examinations (OME), 3) and Fitness-for-Life (FFL) exams. • Contractors may provide optional mobile unit services, which include, at a minimum, all Basic and General PEPO exams and all OMEs at the employee's worksite. • There is no contract maximum expenditure since the number of examinations will vary based on the budget, clinic location, hiring, and departments' needs and requirements. 	
	Explanation: Services are provided on an as-needed basis.	
PURPOSE OF REQUEST	The Master Agreement services are essential to provide County's OHMEs, including PEPO exams for County job applicants and recurring OMEs and FFL exams for County employees. This Master Agreement is the result of a Request for Statements of Qualifications.	
BACKGROUND (include internal/external issues that may exist including any related motions)	<ul style="list-style-type: none"> • One clinic network and two individual clinics provide services under the current Master Agreement. To date, one Countywide network of nine clinics has submitted a Statement of Qualifications for the new Request for Statements of Qualifications (RFSQ). • The RFSQ will remain open during the Master Agreement term or until the Director of Personnel or designee has determined that the County's needs have been met. 	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The recommended actions support Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan by maximizing the efficiency and effectiveness of the County employment process and employee wellness.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Maggie Martinez, Assistant Director, DHR Occupational Health & Leave Management Division (213) 351-2921 * mmartinez@hr.lacounty.gov	



LISA M. GARRETT
DIRECTOR OF PERSONNEL

COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

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510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

May 21, 2023

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 OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES MASTER AGREEMENT (ALL DISTRICTS - 3 VOTES)

SUBJECT

The County of Los Angeles (County) Department of Human Resources (DHR) requests the County of Los Angeles (County) Board of Supervisors' (Board) approval and delegated authority to execute Master Agreements with qualified medical networks and clinics to provide Occupational Health Medical Examination (OHME) Services, including Pre-Employment/Post-Offer (PEPO) examinations, Occupationally Mandated Examinations (OME), and Fitness-for-Life (FFL) examinations for County job applicants and employees.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Personnel (Director), or designee, to award and execute the OHME Services Master Agreement (Master Agreement), substantially similar to Attachment I, with vendors as they become qualified, effective upon the later of (i) the date of its execution by the Director or designee, as authorized by the Board, or (ii) July 1, 2024, for a term of up to five years, through June 30, 2029, with up to three consecutive and automatic one-year extension options through June 30, 2032.
2. Delegate authority to the Director, or designee, to: 1) exercise the extension options, and 2) execute future Amendments to the Master Agreement, as necessary, to: a) add, delete, and/or change terms and conditions required by the Board and/or Chief Executive Office (CEO), and to maintain compliance with County policy and federal,

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state, and local laws, rules, and regulations; b) align the Master Agreement with County standards and needs, including, but not limited to, business workflows, protocols, and policies; c) reduce the scope of services; d) update, delete, or add medical examination services and testing protocols; e) suspend or terminate Master Agreements for the administrative convenience of the County when vendors cease to be in administrative compliance; and f) execute applicable amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity; with all Amendments subject to review and approval by the Office of County Counsel (County Counsel) as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHR's Occupational Health Program is responsible for administering and overseeing the County's OHMEs, including PEPO exams for County job applicants and recurring occupationally mandated and wellness exams for County employees. The County contracts with occupational health clinics to conduct these OHMEs Countywide. The County currently has Master Agreements with one mobile and two clinic-based vendors for OHME Services. These Master Agreements expire on June 30, 2024.

Approval of the recommended Master Agreement will enable the County to continue to contract with qualified medical clinics and clinic networks to provide uninterrupted OHME Services for approximately 110,000 County employees. Qualified vendors may provide one or more of the following clinic-based services on an as-needed basis: 1) PEPO medical examinations, 2) OMEs, and 3) FFL examinations.

Qualified vendors may also provide optional Mobile Unit Services. Each Vendor electing to provide Mobile Unit Services must conduct, at a minimum, all Basic and General PEPO medical examinations and all OMEs at the employee's worksite.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan, Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" by maximizing the efficiency and effectiveness of the County employment process and employee wellness.

FISCAL IMPACT/FINANCING

Under the recommended Master Agreement, contractors will provide as-needed services and be paid on a fixed price per deliverable basis. Expenditures will vary annually based on department usage. Appropriation and funding for these services will be included in DHR's fiscal year budget for each contract year. The costs for these services will be reimbursed by County departments that utilize these services. Departments are responsible for ensuring the availability of adequate funding before requesting medical examinations under the Master Agreement.

Historical annual costs for these services under the current Master Agreements totaled \$910,968 in Fiscal Year 2020-21, \$1,071,936 in Fiscal Year 2021-22, and \$1,744,576 in Fiscal Year 2022-23.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Master Agreement does not guarantee a minimum amount of business. Services under each Master Agreement will be requested on an as-needed basis. Vendors will be advised that the demand for, and utilization of services, will vary based on budget conditions, geographical clinic location, hiring patterns, and the needs and requirements of County departments.

County Counsel reviewed the Request for Statements of Qualifications (RFSQ) before release and provided legal counsel throughout the solicitation process. County Counsel has approved the recommended Master Agreement (Attachment I) as to form.

The Master Agreement includes all County-required provisions. The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the Master Agreement as to form. All contractors will be required to comply with all Board and CEO requirements, including the County Policy on Doing Business with Small Business, Jury Service Ordinance, and Defaulted Property Tax Reduction Program.

As provided under County Code Section 2.121.250(B)3, this Master Agreement is exempt from Proposition A requirements as the contracted services are needed on a part-time and intermittent basis; therefore, the Living Wage Program (County Code Section 2.201) does not apply to the recommended Master Agreement.

CONTRACTING PROCESS

On March 13, 2023, DHR posted an RFSQ for OHME Services on the County's contracting website. DHR also notified the contractors that are providing OHME Services under the current Master Agreements, eight vendors identified as occupational healthcare providers, and 1,170 registered vendors under County's Professional Medical Services Commodity Code. Upon the Board's approval, DHR will execute Master Agreements with all vendors who meet the minimum qualifications and are determined to be qualified. The RFSQ will remain open for the term of the Master Agreement or upon the Director's determination.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow the County to continue obtaining uninterrupted OHME Services, which are critical to hiring qualified employees and maintaining the health and safety of the County's workforce.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:RC:MM
LF:MA:AS

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Chief Executive Officer

S:_AS\Board Letters_Memos\2024\OHME Services Master Agreement Board Letter – 05-21-2024

ATTACHMENT I

SAMPLE MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

AND

(CONTRACTOR)

FOR

OCCUPATIONAL HEALTH

MEDICAL EXAMINATION SERVICES

JULY 2024

**SAMPLE MASTER AGREEMENT PROVISIONS
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STANDARD EXHIBITS

- A Statement of Work (“SOW”)
- B Pricing Schedule
- C County’s Administration
- D Contractor’s Administration
- E Safely Surrendered Baby Law
- F Sample Work Order
- G Forms Required at the Time of Contract Execution (Certifications and Confidentiality Forms)

UNIQUE EXHIBITS

- H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)
- I Charitable Contributions Certification
- J Information Security and Privacy Requirements
- K Clinic Invoice
- L Contractor’s List of Subcontractors

Sample Master Agreement

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HUMAN RESOURCES
AND
(CONTRACTOR)
FOR
OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES**

This Master Agreement made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, Department of Human Resources, hereinafter referred to as the County, and _____, hereinafter referred to as the Contractor, to provide Occupational Health Medical Examination Services (“Services”). The Contractor is located at _____.

RECITALS

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

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

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

WHEREAS, the Board has authorized the Director of Personnel (“Director”) of the Department of Human Resources (“DHR”), or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- Exhibit A Statement of Work (“SOW”)
- Exhibit B Pricing Schedule
- Exhibit C County’s Administration
- Exhibit D Contractor’s Administration
- Exhibit E Safely Surrendered Baby Law
- Exhibit F Sample Work Order
- Exhibit G Forms Required at the Time of Contract Execution (Certifications and Confidentiality Forms)

Unique Exhibits:

Health Insurance Portability and Accountability Act (“HIPAA”)

- Exhibit H Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

SB 1262 – Nonprofit Integrity Act of 2004

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

Information Security and Privacy Requirements Exhibit

Exhibit J Information Security and Privacy Requirements

Exhibit K Clinic Invoice

Exhibit L Contractor's List of Subcontractors

Exhibit M List of Authorized Contractor Clinics

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

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor that is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by DHR and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Business Day:** A working day, Monday through Friday, excluding County-observed holidays. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 County's Project Director:** The County's Project Director, or designee, has the authority to negotiate, make changes and execute individual Work Orders on behalf of the County; negotiate and recommend changes to this Master Agreement; and resolve disputes between the County and the Contractor, as further specified in Paragraph 6.1 (County's Project Director).

- 2.5 County's Project Manager:** As used herein, the term "County's Project Manager" shall mean the person designated as chief contact person with respect to the day-to-day administration of the Master Agreement and Work Orders and review of the Contractor's work product for compliance with Work Orders and Master Agreement requirements, as further specified in Paragraph 6.2 (County's Project Manager).
- 2.6 County's Project Senior Physicians:** As used herein, the term "County's Project Senior Physician(s)" shall mean and refer to the County personnel listed in Exhibit C (County's Administration), as further specified in Paragraph 6.3 (County's Project Senior Physicians).
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Director:** Director of Personnel of the Department of Human Resources.
- 2.9 Findings Report:** A summary of an applicant or an employee's medical examination completed by the licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5, documenting an applicant or employee's medical history and findings and results of an examination and indicating whether the County applicant or employee can fully and safely perform the essential functions of the job with or without restriction. The Findings Report is the final work product provided by the Contractor to OHP.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** The County's standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications ("SOQ") in response to the County's Request for Statement of Qualifications ("RFSQ"); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with DHR.
- 2.13 Request for Statement of Qualifications ("RFSQ"):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

- 2.14 Statement of Qualifications (“SOQ”):** A Contractor’s response to an RFSQ.
- 2.15 Statement of Work (“SOW”):** A written description of tasks and/or deliverables desired by the County for a specific Work Order.
- 2.16 Work Order:** An authorization issued by a County department directing the examinations to be conducted by the occupational health clinic for job applicants and County employees, and as further referenced in Exhibit A (Statement of Work). No work will be performed by Contractors except in accordance with executed Work Orders.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including Exhibit A (SOW) and any applicable Work Order. No work shall be performed by the Contractor except pursuant to the protocol sheets and the Packages identified on a valid County Work Order.

3.2 Work Orders will generally conform to Exhibit F (Sample Work Order), for work performed on a fixed price per deliverable basis. Payment for all work will be on a fixed price per deliverable basis, as set forth in Exhibit B (Pricing Schedule).

3.3 Invalid Work Orders

The Contractor will have the responsibility to ensure the validity of all Work Orders prior to beginning any work thereunder. A Work Order shall not be considered valid if any one of the following occurs:

3.3.1 A Work Order has expired (i.e., the Contractor did not provide the Services by the Appointment Date indicated on the Work Order).

3.3.2 A Work Order requests the performance of a specific service or examination not listed in Exhibit B (Pricing Schedule).

3.4 If the Contractor provides any task, deliverable, service, or other work, other than as specified in this Master Agreement or any applicable Work Order, these will be gratuitous efforts on the part of the Contractor for which the Contractor will have no claim whatsoever against the County. Any Services performed by the Contractor will be gratuitous if any one of the following occurs:

- 3.4.1 The Services performed utilized other than approved Contractor Personnel.
- 3.4.2 The Services were performed beyond the Work Order expiration date.
- 3.4.3 The Services are performed in whole or in part by a staff member or subcontractor who does not have the licenses or certifications required by the law to perform the Services.
- 3.4.4 An examination(s) requiring written approval from a Project Senior Physician is performed prior to this approval.
- 3.4.5 The Services are performed by a physician, Certified Physician's Assistant ("PA-C") or Registered Nurse Practitioner ("RNP") who is a primary health care provider for the job applicant or County employee.
- 3.4.6 The Services are performed pursuant to a non-valid Work Order as defined in Master Agreement, Paragraph 3.3 (Invalid Work Orders).
- 3.4.7 The invoice for the Services performed is submitted to the County's Project Manager past the permissible time period for submitting invoices, as specified in Master Agreement, Paragraph 5.4 (Invoices and Payments).
- 3.4.8 The Services are performed during a period of time when the Contractor's clinic does not meet the minimum equipment requirements specified in Sub-paragraphs 6.6.1 and 6.6.2 of Exhibit A (SOW) or the personnel requirements in Paragraph 6.4 (Personnel) of Exhibit A (SOW).
- 3.4.9 The Contractor fails to perform the correct and complete medical examination or testing component(s) as specified on the PEPO or OME work order. (Note: The County will only pay for Packages that are completed in their entirety.)

3.5 Additional Terms

County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.5.

- 3.5.1 No minimum amount of work is guaranteed to any Contractor.

3.5.2 Work Orders will be provided to the Contractor as set forth in Exhibit A (SOW).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the later of (i) the date of its execution by the Director or designee as authorized by the Board of Supervisors or (ii) July 1, 2024 and will expire on June 30, 2029 (“Initial Term”) unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to three (3) additional one-year option periods (each an “Extended Term”), for a maximum total Master Agreement term of eight (8) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board of Supervisors. The County shall be deemed to have exercised each one-year extension option automatically, without further action, unless, no later than thirty (30) days prior to the expiration to each Initial Term, or the Extended Term, as applicable, the Director, in their sole discretion, notifies the Contractor in writing that the County elects not to extend the Master Agreement pursuant to this Paragraph 4.2. Each extended Term shall be subject to the terms and conditions in this Master Agreement, including but not limited to the rates quoted as set forth in Exhibit B (Pricing Schedule).

As used throughout this Master Agreement, the word “term” shall include the Initial Term and each Extended Term, to the extent the County exercises any of its options under this Paragraph 4.2.

The County maintains a database that tracks/monitors 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.

- 4.3 The Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the Initial Term and Extended Term, as applicable, as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DHR at the address herein provided in Exhibit C (County’s Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The Contractor will not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders and in accordance with Exhibit B (Pricing Schedule). In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder (“maximum annual expenditures”) may not exceed amounts allocated to DHR 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 Contract Sum.

5.2 Written Approval for Reimbursement

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

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

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

5.4 Invoices and Payments

5.4.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services and other work

specified in Exhibit A (SOW), and elsewhere hereunder. The Contractor must prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement.

5.4.2 Payment for all work will be on a fixed price per deliverable basis, as provided in Exhibit B (Pricing Schedule) less any amounts assessed in accordance with Paragraph 8.25 (Liquidated Damages). The Contractor will be paid only for the tasks, deliverables, goods, services and other work approved in writing by the County.

5.4.3 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.4.4 The County will not pay the Contractor for any overtime premiums, staff time mandated by legal or civil proceedings including those related to the County's Civil Service Commission, travel expenses, parking, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.5 The Contractor must submit electronic copies of all invoices under this Master Agreement to the **DHR Occupational Health Programs Medical Unit** at the following e-mail:

OHPBilling@hr.lacounty.gov.

5.4.6 The Contractor must submit the monthly invoice via e-mail to the County's Project Manager or their designee no later than the last calendar day of the month following the month of service. For example, the County must receive the invoice for all Services rendered in April no later than May 31st.

5.4.7 County Approval of Invoices

All work performed by, and all invoices submitted by, the Contractor pursuant to Work Orders issued hereunder must receive the written approval of the County's Project Manager or designee, who will be responsible for a detailed evaluation of the Contractor's performance before approval of work and/or payment of invoices is permitted. In no event shall the County be liable or responsible for any payment prior to such written approval.

Prior to approval, the County's Project Manager or designee will review each invoice for any discrepancies and reconcile the information contained in the invoice with the Finding Report and any related attachments received for each examinee. The County will, within thirty (30) days of receipt, notify the Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. The Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of the County's notice of discrepancies and disputed charges. If the County's Project Manager or designee does not receive a written explanation for the charges within such thirty (30) day period, the Contractor shall be deemed to have waived its right to justify the original invoice amount, and the County in its sole discretion shall determine the amount due, if any, to the Contractor and pay such amount in satisfaction of the disputed invoice, subject to the Notice of Disputes procedure set forth in Paragraph 8.30.

All County correspondence relating to invoice discrepancies shall be emailed to the County's DHR Occupational Health Programs Medical Unit at the following e-mail:

OHPBilling@hr.lacounty.gov.

5.4.8 Adjustments and Corrections to Invoices

The County may adjust or correct invoice prices and will subsequently notify the Contractor of such adjustments if any one of the following occurs:

1. If a Service is priced above the scheduled amount listed in Exhibit B (Pricing Schedule), the County's Project Manager shall reduce the invoice price to comport with the Pricing Schedule and then approve payment for the Service.
2. If a Service is priced below the scheduled amount listed in Exhibit B (Pricing Schedule), the County's Project Manager may increase the invoice price to comport with the Pricing Schedule and approve payment for the Service.
3. The County's Project Manager cannot authorize payment for services that were not authorized, not

performed and/or fail to submit a complete Findings Report. In either case, County's Project Manager will strike the related charges from the invoice and approve payment for an invoice total that has been reduced pro rata.

4. Gratuitous Service

The County's Project Manager cannot authorize payment for gratuitous services as defined in Paragraph 3.3 (Gratuitous Services). The County's Project Manager will strike any charges related to the performance of gratuitous services from the invoice and approve payment for an invoice total that has been reduced pro rata.

5. Late Submissions

Supplemental Invoices: The County's Project Manager will reduce the total fee of any supplemental invoice by 15 percent (rounded to the nearest dollar) that the Contractor submits after the 60-calendar-day turnaround time set forth in Sub-paragraph 5.4.11. If the Contractor submits any supplemental invoice 90 or more calendar days from the date the service was performed, the Contractor must forfeit the entire supplemental invoice fee.

5.4.9 Invoice Content

Exhibit K (Clinic Invoice) sets forth the County-approved invoice template for this Master Agreement. Upon execution of the Master Agreement, the County's Project Manager, or designee, will provide the Contractor with an Excel version of this invoice template. The Contractor must use this Excel template to submit **all** monthly and supplemental invoices described below in Sub-paragraphs 5.4.10 and 5.4.11. The Contractor may not delete fields, add fields, or modify formulae in the Excel template.

5.4.10 Monthly Invoices

The Contractor must ensure that each monthly invoice includes a Summary Invoice and Master Invoice, as follows:

1. Summary Invoice

The Summary Invoice, as set forth in Exhibit K (Clinic Invoice), lists the invoice sub-totals for each department. The Contractor must complete **all fields** on the Summary Invoice and submit to the County each billing month.

2. Master Invoice

The Master Invoice, as set forth in Exhibit K (Clinic Invoice) itemizes all Services completed in the authorized Work Order for each job applicant or County employee by department and must display each examination with its corresponding price and sub-totals.

To prevent pricing errors, the Excel version of the Master Invoice will be pre-populated with the pricing from Exhibit B (Pricing Schedule). The Contractor must complete **all fields** on the Master Invoice and submit to the County each billing month.

5.4.11 Supplemental Invoice

If services are omitted from a monthly invoice, the Contractor must complete and submit a supplemental invoice, as set forth in Exhibit K (Clinic Invoice), to the County for payment within sixty (60) calendar days from the date the service was performed.

The Contractor must complete **all fields** on the supplemental invoice, as further detailed above in Sub-paragraph 5.4.9. The Contractor must assign a unique invoice number and sign and submit to the County for approval.

5.4.12 The County may modify the invoicing process set forth in this Paragraph 5.4 upon thirty (30) calendar days' notice to the Contractor.

5.4.13 **Preference Program Enterprises – Prompt Payment Program** (if applicable)

Certified Prompt Payment Enterprises (“PPEs”) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15)

calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

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

6.1 County's Project Director

The County's Project Director, or designee, has the authority to negotiate, make changes to, and execute individual Work Orders on behalf of the County. All work performed under this Master Agreement shall be subject to the approval of the County's Project Director or designee.

The responsibilities of the County's Project Director include:

1. ensuring that the objectives of this Master Agreement are met;
2. inspecting any and all tasks, deliverables, services and other work provided by or on behalf of the Contractor; and
3. issuing Contractor Discrepancy Reports and evaluating Contractor responses.

6.2 County's Project Manager

The County's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager will generally be the first person for the Contractor to contact with any questions. The County's Project Manager shall have full authority to supervise the Contractor's performance, activities, and work product in the daily operation of this Master Agreement. The responsibilities of the County's Project Manager include:

1. reviewing and approving invoices;
2. providing direction to the Contractor in the areas relating to County policy, information and procedural requirements;
3. inspecting, evaluating, monitoring and reporting on the Contractor's performance and provision of all Services required by the Master Agreement, to ensure the Contractor's complete and timely compliance with the Master Agreement; and
4. providing such information, coordination, documentation, and materials as may be reasonably required by the Contractor to perform the Services.

6.3 County's Project Senior Physicians

The responsibilities of the Project Senior Physicians include:

1. establishing and revising medical testing protocols (Protocol Sheets);
2. establishing and revising clinical practice and testing guidelines;
3. reviewing disputes regarding compliance with medical testing protocols, clinical practice guidelines and clinical testing guidelines;
4. inspecting Contractor facilities; and
5. providing direction to the Contractor in the areas relating to County policy, information and procedural requirements.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit D (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Master Agreement and will coordinate with the County's Project Manager on a regular basis with respect to all Services required by this Master Agreement.

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Project Manager

The County has the absolute right to approve or disapprove the Contractor's Project Manager performing work hereunder and any proposed changes in the Contractor's Project Manager. The Contractor must provide the County with a resume of each proposed substitute and an opportunity to interview such person prior to any substitution of the Contractor's Project Manager.

7.4 Contractor's Staff Identification

The Contractor's staff must wear photo identification badges when attending in-person meetings, providing in-person services at County facilities, and providing mobile services to job applicants and/or County employees. The Contractor must provide these identification badges to its staff at its own expense.

7.5 Background and Security Investigations

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

7.5.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. The County will not provide to the Contractor or to the Contractor's staff any information obtained through the County's background investigation.

7.5.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the 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 the Contractor's staff pursuant to this Paragraph 7.5 will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor must maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

7.6.4 The Contractor must sign, provide to the County, and adhere to the provisions of the Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement).

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 must be prepared and executed by the Contractor and by the Director or designee.

8.1.2 The Director, or designee, may at their sole discretion, authorize extensions of time as defined in Section 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Director or designee.

8.1.3 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director or designee. The County's Project Director or designee is authorized to enter into and execute such Change Notices.

8.1.4 Intentionally Omitted

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is

restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Complaints

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

8.4.1 Within ninety (90) Business Days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) Business Days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses must be sent to the County's Project Manager within three (3) Business Days of mailing to the complainant.

8.5 Compliance with Applicable Laws

8.5.1 In the performance of this Master Agreement, the Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities,

losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.5 will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 Compliance with Civil Rights Laws

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

1. That the Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That the Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That the Contractor has a system for determining if its employment practices are discriminatory against protected groups.

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that the Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) 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 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 the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also

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

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor’s violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

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

8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

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

8.10 Consideration of Hiring GAIN-GROW Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") Program or General Relief Opportunity for Work ("GROW") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must 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.

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

8.11 Contractor Responsibility and Debarment

8.11.1 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.

8.11.2 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 (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, DHR will notify the Contractor in writing of the evidence which is the basis for the proposed

debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and DHR will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect

for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of the Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to 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:

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

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.13.1 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.

8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 County's Quality Assurance Plan

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

8.15 Intentionally Omitted

8.16 Employment Eligibility Verification

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

8.17 Counterparts and Electronic Signatures and Representations

This Master Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Master Agreement. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Master Agreement.

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.20 Governing Law, Jurisdiction, and Venue

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

8.21 Independent Contractor Status

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

8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers,

employees, agents and volunteers (“County Indemnities”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnities.

8.23 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the 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.

8.23.1 Evidence of Coverage and Notice to the County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the 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, must be delivered to the County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates must be provided to the County not less than ten (10) days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must provide the

full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent electronically to the County's DHR Occupational Health Programs Medical Unit at the following e-mail: ohp@lacounty.gov. The Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also must promptly notify the County of any third-party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.23.2 Additional Insured Status and Scope of Coverage

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

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 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.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

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

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

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

8.24.4 Unique Insurance Coverage

- Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- Professional Liability/Medical Malpractice

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

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/ restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.25 Liquidated Damages

8.25.1 If, in the judgment of the Director, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, after being given a thirty (30) day period to cure the non-compliance and having failed to do so, the Director, or designee, at their 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, or designee, in a written notice describing the reasons for said action.

8.25.2 If the Director, or designee, determines that there are deficiencies in the performance of this Master Agreement that the Director, or designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a 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, or designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract 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, or as may be specified in the Performance Requirements Summary (PRS) Chart, as defined in SOW, Attachment A.2, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) 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.

8.25.3 The action noted in Sub-paragraph 8.25.2 will 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.

8.25.4 This paragraph will 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 in the PRS or Sub-paragraph 8.25.2, and will not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State of California at prices below those set forth in this Master Agreement, then such lower prices will be immediately extended to the County.

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.27.2 The Contractor certifies to the County each of the following:

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

8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay

or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The 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.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.28 Non Exclusivity

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

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, 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:

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

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will be hand delivered with signed receipt or mailed by first-class registered or

certified mail, postage prepaid, addressed to the parties as identified in Exhibits C (County's Administration) and D (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

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

8.35 Public Records Act

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications ("RFSQ") used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary," the 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.

8.36 Publicity

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

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

8.36.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must 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, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any

such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 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 must file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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.

8.39 Subcontracting

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**, which approval will not be unreasonably withheld. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

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

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any

subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor must forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure electronic delivery of all such documents to the County's DHR Occupational Health Programs Medical Unit at the following e-mail:

ohp@lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.40 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 Paragraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

8.41.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

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

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

as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for no more than 5% of the initial term costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.
- 8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3,

the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

- 8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

- 8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.43.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 Termination for Insolvency

- 8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due,

whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

8.49.1 The 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.

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

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement

will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

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

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

8.52 Time off For Voting

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

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

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

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

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

8.54 Intentionally Omitted

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

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

8.58 Injury and Illness Prevention Program

The Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a

written, effective Injury and Illness Prevention Program (“IIPP”) that addresses hazards pertaining to the particular workplace covered by the program.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations. The 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 patients’ 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, including the use of appropriate consents and authorizations specified under HIPAA.

9.1.2 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. The Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor’s behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the 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.

9.1.3 The Contractor and the 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.

9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party’s officers,

employees, and agents), for damages to the other party that are attributable to such failure.

9.2 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 Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. 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](#))

9.3 Ownership of Materials, Software and Copyright

9.3.1 The County will 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 the Contractor's work pursuant to this Master Agreement. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Master Agreement.

9.3.2 During the term of this Master Agreement and for five (5) years thereafter, the Contractor must maintain and provide security for all the Contractor's working papers prepared under this Master Agreement. The County will 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.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Master Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary

or confidential, and must be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The 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 the Contractor.
- 9.3.5 Notwithstanding any other provision of this Master Agreement, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 will survive the expiration or termination of this Master Agreement.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor must indemnify, hold harmless and defend the 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 the Contractor's work under this Master Agreement. The County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.
- 9.4.2 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 the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, will either:

- Procure for the 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.

9.4.3 The Contractor will 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 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 ten (10) Business Days of the County's request, a signed document from Contractor(s) and the Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

The Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. The Vendor must provide County with written certification, within ten (10) Business Days of removal of any electronic storage equipment and

devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.6 Local Small Business Enterprise (“LSBE”) Preference Program
Paragraph 9.6 should only be included in Master Agreements where the Contractor requested and was granted the Local Small Business Enterprise preference.

9.6.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

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

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

9.6.4 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 to which it would not otherwise have been entitled, the Contractor will:

1. Be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and
2. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (“SE”) Preference Program

Paragraph 9.7 should only be included in Master Agreements where the Contractor requested and was granted the Social Enterprise preference.

9.7.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.7.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

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

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

1. Be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and
2. Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (“DVBE”) Preference Program

Paragraph 9.8 should only be included in Master Agreements where the Proposer requested and was granted the DVBE preference.

9.8.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.8.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

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

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

1. Be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and
2. 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 will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

10.0 Survival

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

Section 1.0 (Applicable Documents)

Section 2.0 (Definitions)

Section 3.0 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.5.2

Paragraph 8.18 (Fair Labor Standards)

Paragraph 8.29 (Force Majeure)

Paragraph 8.20 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.22 (Indemnification)

Paragraph 8.23 (General Provisions for all Insurance Coverage)

Paragraph 8.24 (Insurance Coverage)

Paragraph 8.25 (Liquidated Damages)

Paragraph 8.33 (Notices)

Paragraph 8.37 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.41 (Termination for Convenience)

Paragraph 8.42 (Termination for Default)

Paragraph 8.47 (Validity)

Paragraph 8.48 (Waiver)

Paragraph 8.57 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.3 (Ownership of Materials, Software and Copyright)

Paragraph 9.4 (Patent, Copyright and Trade Secret Indemnification)

Section 10.0 (Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
OCCUPATIONAL HEALTH MEDICAL EXAMINATIONS SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Personnel, Department of Human Resources or designee and approved by County Counsel, and the Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20____.

COUNTY OF LOS ANGELES

By _____
Lisa M. Garrett
Director of Personnel
Department of Human Resources

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Eduardo Montelongo
Assistant County Counsel

**MASTER AGREEMENT FOR
OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES**

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EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Exhibit A sets forth the general terms of the Statement of Work (“SOW”) for Occupational Health Medical Examination Services (“Services”) to be provided by the Contractor pursuant to the Master Agreement.

The Contractor, as a Clinic Network Contractor, must provide clinic-based occupational health medical examinations under the following categories:

- Pre-employment/post-offer (“PEPO”) examinations to help ensure that each prospective County employee can safely perform the essential functions and physical requirements of their job classification and to comply with state and federal disability and safety laws; and/or
- Occupationally Mandated Examinations (“OME”) to conduct medical surveillance for current County employees; and/or
- Fitness-for-Life (“FFL”) examinations to provide annual wellness examinations for participants in the Fire Department’s Fitness-for-Life Program.

Optional: The Vendor may also provide Mobile Unit Services under this Master Agreement. Each Vendor electing to provide Mobile Unit Services must conduct, at a minimum, all required components of the medical examinations listed on the protocol sheets for all Basic and General Pre-employment/post-offer (“PEPO”) Medical Examinations and all Occupationally Mandated Examinations (“OME”).

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

All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Master Agreement.

3.0 QUALITY CONTROL

The Contractor must establish and utilize a comprehensive Quality Control Plan (“Plan”) to assure the County a consistently high level of service throughout the term of the Master Agreement. The Contractor must submit the Plan to the County’s Project Manager for review within thirty (30) days of Master Agreement execution. The Plan must include, but may not be limited to the following:

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate and monitor the Contractor's performance under this Contract using the quality assurance procedures as defined in the Master Agreement, Section 8.0 (Standard Terms and Conditions), Paragraph 8.14 (County's Quality Assurance Plan).

4.1 Meetings

The Contractor must attend scheduled meetings on a monthly basis, or more frequently, upon the County's request. Failure to attend may cause an assessment of One Hundred Dollars (\$100). Meetings will typically be telephonic or virtual. The County reserves the right to request in-person meetings at any time. The Contractor must pay the Contractor's parking fees, regardless of meeting location.

4.2 Master Agreement Discrepancy Report - Attachment A.1 of Exhibit A (SOW)

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

The County's Project Manager will determine whether a formal Master Agreement Discrepancy Report will be issued. Upon receipt of this document, the Contractor must respond in writing to the County's Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report must be submitted to the County's Project Manager within five (5) Business Days.

4.3 County Observations and Monitoring

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

The Contractor must provide the County verification of the Contractors' healthcare personnel's credentials, licenses, and certificates upon the County's request.

The Contractor must provide the County the most recent equipment maintenance, accuracy testing, and calibration records upon the County's request.

5.0 DEFINITIONS

5.1 Additional Testing and Services: A specific medical examination or test performed as a single entity and priced as such. The selected tests and/or services that may be included as part of a Package or added (at additional cost)

by the Protocol Sheet on the day of examination or may be ordered separately by the Occupational Health Programs Unit (“OHP”) at a later date. A complete list of potential additional components is found in Exhibit B (Pricing Schedule) to the Master Agreement.

- 5.2 **Business Day:** A working day, Monday through Friday, excluding County-observed holidays. The County’s Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.
- 5.3 **Business Hours:** The hours during which County conducts business, 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except County-observed holidays.
- 5.4 **Cal/OSHA:** The Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.
- 5.5 **Clinician:** A licensed physician or a registered nurse practitioner (“RNP”) or a certified Physician’s Assistant (“PA-C”).
- 5.6 **CST:** Cardiac stress test.
- 5.7 **DHR:** Department of Human Resources
- 5.8 **Examination:** A generic term used to refer to any specific medical service provided under this Master Agreement as part of a Package or Additional Testing and Services. For example, a chest x-ray and a blood count are “examinations,” and a Basic Pre-Placement/Post-Offer Package is comprised of various “examinations.”
- 5.9 **Findings Report:** A summary of an applicant or an employee’s medical examination completed by the licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5, documenting an applicant or employee’s medical history and findings and results of an examination and indicating whether the County applicant or employee can fully and safely perform the essential functions of the job with or without restriction. The Findings Report is the final work product provided by the Contractor to OHP.
- 5.10 **FVC:** Forced Vital Capacity.
- 5.11 **Legible:** Legible entries are those that can be easily read.
- 5.12 **LLN:** Lower limit of normal.
- 5.13 **Medical Record:** A record of a job applicant or County employee medical file, which must include all medical examination and test results (e.g., hearing, vision, drug screenings, etc.), findings forms, questionnaires, and acknowledgements associated with the individual’s medical examination.

- 5.14 **OHLM:** Occupational Health/Leave Management Division in DHR.
- 5.15 **OHP:** Occupational Health Programs Unit, in the OHLM Division in DHR.
- 5.16 **Package:** A set of services bundled for pricing and delivery purposes; for example, an Asbestos Examination is a service package that includes a medical history, physical examination and spirometry testing.
- 5.17 **Protocol Sheet:** A list of specific examination components to be performed.
- 5.18 **Total Waiting Time:** Minutes between sign-in at the reception desk and the performance of the first testing component.
- 5.19 **Clinic Network Contractor:** A Contractor with a network of at least two (2) clinics providing occupational health medical examinations under this Master Agreement.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section 6.0 (Administration of Contract – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Section 8.0 (Standard Terms and Conditions), Paragraph 8.1 (Amendments).

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Manager

- 6.3.1 The Contractor must provide a full-time Project Manager and designated alternate. The Contractor must provide a telephone number and e-mail address where the Contractor's Project Manager/alternate may be reached during Business Hours.
- 6.3.2 The Project Manager/alternate must act as a central point of contact with the County.

- 6.3.3 The Project Manager/alternate are qualified in overseeing occupational health medical examination services, equivalent or similar in scope to the Services set forth in this SOW, Section 10.0.
- 6.3.4 The Project Manager/alternate must have full authority to act for the Contractor on all matters relating to the daily operation of the Master Agreement. The Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 The Contractor must assign a sufficient number of employees to perform the required work.
- 6.4.2 The Contractor must background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Master Agreement.
- 6.4.3 The Contractor must ensure that all employees who have direct contact with County clients must speak and understand English.

6.4.4 Licensing and Certification Requirements

The Contractor must:

- 6.4.4.1 Ensure that all personnel assigned to this Master Agreement possess the required local, state and federal licenses and certificates to carry out the medical examinations and laboratory tests set forth in this SOW.
- 6.4.4.2 Ensure that staff that take medical histories or conduct and/or sign off on the physical examinations during the performance of the following Packages have an M.D. or D.O. degree and are licensed as physicians and surgeons by the State of California:
 - Safety PEPO Examinations
 - FBI Bomb School Entry Examinations
 - SCUBA (Divers)
- 6.4.4.3 Ensure that all clinical providers have valid and unrestricted licenses to practice in the State of California.
- 6.4.4.4 Ensure that staff that take medical histories or perform physical examinations during the performance of Packages not listed in Sub-paragraph 6.4.4 do so within the scope of practice for their licensure as defined by regulations issued by the federal government and/or the State of California.

- 6.4.4.5 Ensure that all spirometry be reviewed and signed off by a physician or a staff member who has completed a NIOSH-certified live classroom course in spirometry within the last five (5) years. Each test result page will require a signature of a physician or a certified staff member.
- 6.4.4.6 Ensure that all audiometry be reviewed and signed off by a physician or a staff member who has been certified by the Council for Accreditation in Occupational Hearing Conservation within the last five (5) years. Each test result page will require a signature of the physician or a certified staff member.
- 6.4.4.7 Ensure that all staff performing radiographic studies are permitted by the California Department of Health Services to perform chest, torso-skeletal and extremity studies.
- 6.4.4.8 Ensure that all staff performing drug screening collections possess a current Drug Test Collector Certificate per federal Department of Transportation (“DOT”) regulations.
- 6.4.4.9 Ensure that all staff performing strength and flexibility testing possess either:
- A college degree in Exercise Science, Physical Education, Kinesiology, Physical Therapy, or fitness-related field; or
 - A personal trainer certification from a nationally recognized agency such as ACSM, NSCA, ACE, or NASM; or
 - Have at least six (6) months of experience administering strength and flexibility tests in a professional or academic setting and be found to be competent in test administration and result interpretation by a representative of the Los Angeles County Fire Department.
- 6.4.4.10 Ensure that all licensed and certified staff maintain licenses/certificates in current active status.
- 6.4.5 The Contractor must have written protocol articulating a contingency plan that will ensure the completion of the exam when there are extenuating circumstances, such as the Contractor’s licensed medical provider (i.e., a licensed physician, an RNP, or a PA-C) being unable to complete an examination. The Contractor must provide this contingency plan to the County’s Project Manager initially within ten (10) Business Days of Master Agreement execution.

6.5 Uniforms/Identification Badges

Contractor staff must wear appropriate attire at all times while at County facilities.

6.6 Materials and Equipment

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

If on-site functional equipment falls below the operational requirements listed below, the Contractor shall immediately cease to provide any directly impacted Packages and examinations and notify the County's Project Manager or the County's Project Senior Physicians within one (1) Business Day.

6.6.1 Minimum Equipment Requirements – PEPO Examinations and OMEs

The Contractor, and/or the Contractor's County-approved subcontractor, must possess and utilize all equipment listed below to perform the PEPO examinations and OMEs set forth in Section 10.0 of this SOW.

6.6.1.1 Stadiometer

6.6.1.2 Scale

6.6.1.3 Sphygmomanometer

6.6.1.4 Titmus T2 vision screener (or more recent model) with perimeter

6.6.1.5 Titmus slide SCI-1 (signal lights)

6.6.1.6 Bailey-Lovie or ETDRS wall chart (This must be stored in a non-visible location or keep covered prior to use.)

6.6.1.7 HRR Standard Pseudoisochromatic test, 4th Edition for color vision testing (not required for a Mobile Unit)

6.6.1.8 Daylight Illuminator with removable Flat Tray (Model 5139R from Richmond Products, Albuquerque NM) and single Verilux F15T8VLX 15w tube (not required for a Mobile Unit)

6.6.1.9 Reading card for near visual acuity

6.6.1.10 12-Lead EKG

6.6.1.11 X-ray machine and associated equipment sufficient to do chest, torso-skeletal, and extremity studies

- 6.6.1.12 Audiometric testing booth that does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O
 - 6.6.1.13 Audiometer capable of testing pure-tone frequencies from 500– 8000 Hz
 - 6.6.1.14 Spirometer that has the capacity to produce both volume-time and flow-volume graphs meeting the minimum American Thoracic Society size requirements, and that utilizes NHANES III (Hankinson 1999) reference values
 - 6.6.1.15 Cardiac treadmill and ECG recording equipment (not required for a Mobile Unit)
 - 6.6.1.16 Jamar dynamometer
 - 6.6.1.17 Gulick spring-loaded tape measure
- 6.6.2 Minimum Equipment Requirements – Fitness-for-Life (“FFL”) Examinations

The Contractor must possess and utilize all equipment listed below to perform the FFL examinations set forth in Section 10.0 of this SOW.

- 6.6.2.1 Metronome
- 6.6.2.2 Stopwatch
- 6.6.2.3 Novel Acuflex I or equivalent trunk flexibility tester
- 6.6.2.4 Harpenden or Lange calipers
- 6.6.2.5 Stadiometer
- 6.6.2.6 Scale
- 6.6.2.7 Sphygmomanometer
- 6.6.2.8 Titmus T2 vision screener (or more recent model) with perimeter
- 6.6.2.9 Bailey-Lovie or ETDRS wall chart (This must be stored in a non-visible location or keep covered prior to use.)
- 6.6.2.10 Reading card for near visual acuity
- 6.6.2.11 12-Lead EKG

- 6.6.2.12 X-ray machine and associated equipment sufficient to do chest, torso-skeletal, and extremity studies
- 6.6.2.13 Audiometric testing booth that does not have background sound pressure levels exceeding those in Table C-1 of Appendix C in Sec. 5097 of Cal/OSHA G.I.S.O
- 6.6.2.14 Audiometer capable of testing pure-tone frequencies from 500– 8000 Hz
- 6.6.2.15 Spirometer that has the capacity to produce both volume-time and flow-volume graphs meeting the minimum American Thoracic Society size requirements, and that utilizes NHANES III (Hankinson 1999) reference values
- 6.6.2.16 Cardiac treadmill and ECG recording equipment (not required for a Mobile Unit)
- 6.6.2.17 Jamar dynamometer
- 6.6.2.18 Gulick spring-loaded tape measure

(Note: The equipment listed in this SOW Sub-paragraph 6.6.2 is core FFL equipment and may not be subcontracted.)

6.6.3 Equipment Calibration and Maintenance

The Contractor must ensure that the following equipment is routinely maintained and calibrated, as follows:

- 6.6.3.1 Audiometer: Calibrations must be consistent with the requirements of Sec. 5097(f) of Cal/OSHA G.I.S.O. which mandates daily functional (biological) checks, annual acoustic checks, and a biannual exhaustive calibration.
- 6.6.3.2 Audiometric Booth: Background sound pressure levels must be measured at least every five (5) years, and shall not exceed those listed in Table C-1 of Section 5097 of Cal/OSHA G.I.S.O.
- 6.6.3.3 ECG: ECG must be checked annually for electrical safety, proper paper speed, and tracing size.
- 6.6.3.4 Maintenance: All annual and biannual maintenance, calibration, and accuracy checks must be done by an independent professional who will provide the Contractor with a written report.

- 6.6.3.5 Maintenance Reports: Maintenance, calibration, and accuracy check records must be kept for a minimum of five (5) years and must be provided to the County upon request.
- 6.6.3.6 Scales and Stadiometers: Equipment with digital components must be checked annually for accuracy.
- 6.6.3.7 Spirometer: Accuracy checks must be done at least daily when the spirometer is in use. Three liters (L) of air must be injected at three different speeds (6 L/sec for 1 second, 1 L/sec for 3 seconds, and 0.5 L/sec for 6 seconds). An acceptable spirometer response to each injection is of value between 2.90 and 3.00 L. Calibration syringes must be checked for leakage on a monthly basis.
- 6.6.3.8 Sphygmomanometers: Aneroid devices must be checked annually for leaks, incorrect zero, and calibration. Mercury devices must be checked annually for leaks, oxidation, and proper functioning of the mercury column.
- 6.6.3.9 Treadmill: Must adhere to the manufacturer's recommended periodic maintenance schedule.

6.6.4 Equipment Records Maintenance and Retention

- 6.6.4.1 The Contractor must retain equipment maintenance, accuracy testing, and calibration records of the equipment as specified in SOW, Sub-paragraph 6.6.3 (Equipment Calibration and Maintenance) for the duration of the Master Agreement.
- 6.6.4.2 The Contractor must ensure that its equipment maintenance records include the methods used and the schedule (including month and year when applicable) for the maintenance, accuracy testing, and calibration of the equipment, as specified in SOW, Sub-paragraph 6.6.3 (Equipment Calibration and Maintenance).

6.6.5 Facilities

The Contractor must:

- 6.6.5.1 Provide the Occupational Health Medical Examination Services identified in this SOW at facilities located in the County of Los Angeles. (See Exhibit M – List of Authorized Contractor Clinics.)
- 6.6.5.2 Ensure that clinics will be available to provide the scope of services identified in this SOW for a duration of at least forty (40) hours per week (Sunday through Saturday and excluding County-observed holidays) within a 6:00 a.m. to 9:00 p.m. Pacific Time ("PT") timeframe.

- 6.6.5.3 Ensure that each clinic provides validated parking for County's referrals.
- 6.6.5.4 Ensure that the Total Waiting Time for various testing components does not exceed sixty (60) minutes during any given County employee or job applicant's visit unless there are extenuating circumstances beyond the Contractor or subcontractor's control.
- 6.6.5.5 Provide same day appointments in certain limited and special circumstances when requested by the County.

6.6.6 Physical Plant

The Contractor must ensure that:

- 6.6.6.1 All clinics have a testing lane or area that provides an appropriate viewing distance (minimum 8 ft) and illumination (between 80-320 cd/m²) for far vision testing with a Bailey-Lovie or ETDRS wall chart.
- 6.6.6.2 The Contractor performs every PEPO, OME, and/or FFL examination set forth in this SOW. For Clinic Network Contractors, each clinic must be able to complete all medical exam components listed on the protocol sheet at one location, except in the case of subcontracted services, as described below.

All Contractors may use a subcontractor(s) to conduct select advanced services that are unavailable at the Contractor's clinic(s), subject to prior County approval, (e.g., polysomnography, B-reading chest x-ray, bone density scans, mammography, echocardiogram, coronary calcium studies, and cardiologist reading of EKG and CST), as set forth in Paragraph 8.39 (Subcontracting) of the Master Agreement. Such County-approved subcontracted services may be conducted in a separate location from the Contractor's clinic (i.e., subcontractor's location).

- 6.6.6.3 All clinics that provide HRR pseudoisochromatic color test have a room appropriate for color vision testing in which lighting can be restricted to the test material illuminant.

6.6.7 Clinical Testing Laboratory

The Contractor must ensure that:

- 6.6.7.1 Clinics that provide drug screenings must utilize a laboratory certified by the federal government to perform testing for drugs

of abuse. Clinics that provide drug screenings must utilize a laboratory that has at least one satellite collection facility within Los Angeles County.

6.6.7.2 Clinics that provide FFL examinations utilize a laboratory that has at least one satellite collection facility within Los Angeles County.

6.6.8 Medical Records Management and Retention

6.6.8.1 The Contractor must manage all medical records in compliance with all applicable medical privacy laws.

6.6.8.2 The Contractor shall serve as the custodian of medical records created at the clinic(s) during the term of this Master Agreement. The Contractor, as the custodian of records, must abide by all local, state, and federal requirements for such record retention during and after the term of this Master Agreement. The Contractor must also abide by all applicable laws related to the Contractor and the medical service record retention. The County acknowledges that the Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). The County understands and acknowledges that the County is not entitled to access any patient medical records except to the extent allowed by law. The Contractor is a “covered entity” as enumerated in 45 CFR §160.103. As a covered entity, the Contractor may only disclose protected health information as authorized by and to the extent allowed by law. Upon the termination of this Master Agreement for any reason, the Contractor must maintain all records created against the statutory and regulatory requirements.

6.6.8.3 The Contractor must create an electronic copy of each job applicant and County employee’s medical record under this Master Agreement, in accordance with all HIPAA and applicable privacy laws, etc. This requirement does not apply to radiographs.

6.6.8.4 At the termination or expiration of the Master Agreement, the County will instruct the Contractor on the disposition of all medical records. See SOW, Section 13.0 (Transition Services) for details.

6.6.9 Medical Record Requests

6.6.9.1 Notwithstanding SOW, Sub-paragraphs 6.6.9.2 and 6.6.9.3, the Contractor must not release any County job applicant or County

employee's medical record(s) without OHP's written authorization, or as otherwise permitted by state and federal law.

- 6.6.9.2 A County job applicant or County employee may request only their own medical records(s) directly from the Contractor who conducted their medical examination without OHP written authorization. The Contractor must provide electronic copies of these medical records to the requesting County job applicant or County employee, at no charge, within five (5) Business Days of the request, or as otherwise permitted by state and federal law.

If a County job applicant or County employee requests a hard copy of their own medical records, the Contractor must provide black and white hard copies of these medical records directly to the job applicant or County employee, and not remit the records to the County, at no more than 25 cents per page, within five (5) Business Days of the County job applicant or County employee's request.

- 6.6.9.3 In the event of litigation, if County Counsel requests medical records, the Contractor must comply with the request and must provide the requested records in accordance with the County Counsel's instructions.

6.7 Training

The Contractor must:

- 6.7.1 Provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 Attend and participate in a once-a-year orientation session. Additionally, the Contractor and its team members, as requested by the County, must meet with OHP to review and discuss changes to protocols or procedures, as requested by the County, and no more than two (2) hours per month, unless there are extenuating circumstances beyond the Contractor's control.
- 6.7.3 Ensure that the Contractor's medical providers attend, at the County's discretion, up to five (5) hours of County-provided training sessions and meetings per year without additional cost to the County, as requested by the County, unless there are extenuating circumstances beyond the Contractor's control.
- 6.7.4 Ensure that the Contractor's administrative staff, including those responsible for preparing invoices, attend, at the County's discretion, up to two (2) hours of County-provided training sessions and meetings per year

without additional cost to County, as requested by the County, unless there are extenuating circumstances beyond the Contractor's control.

- 6.7.5 Pay the Contractor's parking fees, regardless of meeting or training location.
- 6.7.6 Ensure that all employees are trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 6.7.7 The Contractor's medical providers and administrative staff who fail to attend required meetings, orientations and trainings will not be able to provide Services under the Master Agreement.

6.8 Contractor's Office

The Contractor must maintain a virtual or physical office with internet access, a telephone in the company's name where the Contractor conducts business, and a dedicated e-mail address for County staff. The Contractor must ensure that the office is staffed during Business Hours, by at least one designated employee and alternate who can respond to inquiries and complaints that may be received from the County about the Contractor's performance of the Master Agreement. When the office is closed, the Contractor must provide a method for the County to leave messages for the Contractor (e.g., voicemail, call center messaging service, etc). The Contractor must check its messages and e-mail at least once daily and return calls and e-mails received from the County no later than one (1) Business Day of receipt of the call or e-mail, unless there are extenuating circumstances beyond the Contractor's control.

6.9 Communications

The Contractor may only communicate with job applicants and County employees to schedule their medical appointments for the provision of Services and to obtain follow-up information (i.e., confidential medical information that is needed to complete the medical examination process and issue a Findings Report). All other Contractor communications are restricted to those between the Contractor and OHP. Any issues or concerns advanced by any County representatives or County hiring departments outside of OHP must be brought by the Contractor to OHP's attention on the same Business Day; the Contractor and contracted clinics may not address or resolve issues directly with any other County representatives outside of OHP. Under no circumstances may the Contractor or its contracted clinics resolve or address issues with job applicants and County employees.

The Contractor must not communicate any information relating to the Master Agreement Services, pricing, protocols, etc. with any County departments or outside parties, without OHP's written consent.

7.0 INTENTIONALLY OMITTED

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

10.1 Medical Examination Processing, Protocols and Service Standards

The Contractor must provide 1) Pre-employment/post-offer (“PEPO”) Medical Examinations, 2) Occupationally Mandated Examinations (“OME”), and/or 3) Fitness-for-Life (“FFL”) examinations, as set forth in this Section 10.0.

10.1.1 The Contractor must perform all Services, including all occupational health medical examinations, testing, and reporting, as requested by the County and in accordance with federal, state, and local laws and regulations.

10.1.2 Clinical Practice Guidelines & Clinical Testing Procedures

10.1.2.1 The purpose of the Clinical Practice Guideline (“CPGs”) and the Clinical Testing Procedures (“CTP”) is to clearly express the County’s expectations for medical history taking, physical examinations, work fitness assessments, medical referral assessments and various communications. The CPGs and the CTP will be available for download on the following DHR OHP website:

<https://employee.hr.lacounty.gov/clinical-practice-guidelines/>.

The CPGs and the CTP are meant to supplement the information contained in this Exhibit A (SOW). It is the intent of these guidelines to ensure that the services provided by the County’s contractors represent the best practices in the field of Occupational Medicine. However, it is acknowledged that in many areas of Occupational Medicine, best practices are not well-defined, and that several alternate approaches may be equally appropriate.

10.1.2.2 The Contractor must ensure that all medical examinations are conducted in accordance with the CPGs and the CTP policies and procedures.

10.1.3 Medical Examination Authorization, Coordination and Scheduling

10.1.3.1 Authorization for Medical Examinations

The County hiring department or OHP will issue all Work Orders for the medical examinations and vaccinations performed under this Master Agreement.

The Contractor must obtain authorization from OHP's Project Senior Physicians prior to conducting: 1) any additional testing and services not identified on the examination's Protocol Sheet and 2) any retesting or follow-up evaluations.

10.1.3.2 Scheduling for PEPO Examinations (clinic-based)

Each County job applicant or the appropriate County department will coordinate and schedule their PEPO medical examination appointment(s) directly with a contracted occupational health clinic and will provide the clinic with a Work Order, similar to Exhibit F (Sample Work Order). No work shall be performed by the Contractor prior to receipt of a valid County Work Order.

10.1.3.3 Scheduling for OMEs and FFLs (clinic-based)

Each County employee or the appropriate County hiring department will coordinate and schedule OME and FFL appointments directly with a contracted occupational health clinic and will provide the clinic with a Work Order, similar to Exhibit F (Sample Work Order). No work shall be performed by the Contractor prior to receipt of a valid County Work Order.

10.1.3.4 Scheduling for Vaccinations

For vaccinations (which can be part of a PEPO examination, OME or Additional Testing & Services examination), OHP will issue an OHP Work Order, and the appropriate County department will coordinate and schedule all vaccinations with the contracted occupational health clinic.

10.1.3.5 The Contractor must ensure that the clinic responds to the hiring department, job applicant or County employee within two (2) Business Days of initial contact by the hiring department, job applicant or employee to schedule a medical examination or vaccination, unless there are extenuating circumstances beyond the Contractor's control.

10.1.3.6 The Contractor must ensure that the clinics offer these appointments and carry out all associated medical examinations and vaccinations, including any follow-up examinations and tests, on the date of the appointment, as stated on the Work Order, unless there are extenuating circumstances beyond the Contractor's control.

(Note: See Sub-paragraph 10.1.8 for coordination and scheduling protocols for mobile examinations.)

10.1.4 Protocol Sheets

The County's Protocol Sheets list the specific components of each type of examination (see SOW Attachment A.3 for sample Protocol Sheets).

10.1.4.1 The Contractor must perform all PEPO examinations and OMEs (except FFL examinations) in accordance with the Protocol Sheet for the appropriate item and indicate whether the County applicant or employee can fully and safely perform the essential functions of the job with or without restriction.

10.1.4.2 The Contractor must perform all FFL examinations in accordance with the appropriate Protocol Sheet, based on age group.

(Note: FFL examinations do not have a work-fitness purpose and do not require the issuing of Findings Reports. The Contractor must complete an FFL completion report for the Fire Department.)

10.1.4.3 The Contractor must ensure that it accesses and utilizes the most current Protocol Sheets from the following website:

<https://employee.hr.lacounty.gov/clinical-practice-guidelines/>

10.1.4.4 For Basic, General and Safety PEPO Packages, the Contractor must download the proper Protocol Sheet from the table of PEPO Protocol Sheets based on the Item Number specified in the Work Order.

10.1.4.5 For OME Packages, the Contractor must download the proper Protocol Sheet from the table of Protocol Sheets based on the package(s) specified in the Work Order.

10.1.4.6 For FFLs, the Contractor must download the proper Protocol Sheet from the table of Protocol Sheets based on the age group of the employee specified in the Work Order.

10.1.5 The Contractor must ensure that all medical examinations are performed by a licensed physician, an RNP or a PA-C, except for Safety PEPO examinations, which must be performed by a licensed physician.

10.1.6 Final Determinations

10.1.6.1 The Contractor must ensure that only a licensed physician or an RNP or a PA-C who works under the supervision of a licensed physician, makes the final determinations on the medical suitability of:

- 1) a County job applicant to begin working with or without work restriction(s) for PEPO examinations (except for Safety PEPO examinations, which must be performed by a licensed physician only); and
- 2) a County employee to continue working with or without work restriction(s) for OMEs.

10.1.6.2 The Contractor must ensure that only a licensed physician completes the FFL completion report for all FFL examinations.

(Note: FFL examinations do not have a work-fitness purpose and do not require the issuing of Findings Reports.)

10.1.7 Healthcare Provider's Findings Reports ("Findings Report")

The Contractor must:

10.1.7.1 Ensure that a licensed healthcare provider (i.e., a licensed physician, an RNP or a PA-C, as specified in Sub-paragraphs 10.1.5 and 10.1.6) completes a Findings Report upon completing all medical examinations (except FFL examinations), any corresponding test results and the Final Determination for each PEPO medical examination and each OME.

10.1.7.2 Electronically submit each Findings Report to OHP within three (3) Business Days from the date of examination completion or within three (3) Business Days from receipt date of final test or laboratory results needed to complete a Findings Report, and following applicable federal, state, and local laws and regulations.

10.1.7.3 Use the County's Findings Report template, accessible on the following County website, to complete all Findings Reports:

<https://employee.hr.lacounty.gov/clinical-practice-guidelines/>

10.1.7.4 Record all examination results on County-approved forms, accessible on County's OHP Medical website or provided directly by the County to the Contractor.

10.1.7.5 Transmit the Findings Report to OHP via a County-provided browser-based, secure file transfer client, such as a Managed File Transfer ("MFT") system, to upload the Contractor's Findings Report electronically. The browser-based, secure file transfer client will be maintained and operated by the County, at no cost or expense to the Contractor or County. Alternatively, at County's discretion, deliveries may be made by messenger, U.S. Mail or other secure method at the expense of the Contractor.

10.1.7.6 Convert or scan all Findings Reports, and any related attachments, into an Adobe PDF format for each PEPO medical examination and each OME prior to electronically transmitting to OHP via the browser-based, secure file transfer client, such as the MFT system.

10.1.7.7 Ensure that Findings Reports, and any related attachments, for all PEPO medical examinations and OMEs, as described in Sub-paragraph 10.1.7.4, are labeled and transferred to OHP as instructed by the County.

(Note: Findings Reports do not apply to the Additional Testing and Services set forth in Paragraph 10.5 of this SOW.)

10.1.8 Mobile Unit Medical Examinations (if applicable)

The County hiring department must authorize, coordinate and schedule all mobile medical examinations with the contracted occupational health clinic directly.

The Contractor must:

10.1.8.1 Ensure that all medical examinations it offers via a Mobile Unit, if any, are conducted via a fully staffed mobile medical unit(s) at the County employee's worksite.

10.1.8.2 Ensure that the Mobile Unit conducts, at a minimum, all required components of the medical examinations listed on the protocol sheets for all Basic and General PEPO medical

examinations, as described in SOW, Paragraph 10.2, and all OMEs, as described in Paragraph 10.3.

10.1.8.3 Ensure that the Mobile Unit adheres to the same requirements, standards and procedures as defined by the County for OMEs within this SOW and the CPGs.

10.1.8.4 Ensure that, upon completion of a medical examination and any corresponding test results, the Mobile Unit electronically submits its work product to OHP via a County-provided browser-based, secure file transfer client, such as the MFT system.

10.1.9 Legibility

10.1.9.1 The Contractor must ensure that all medical reports, records, and forms submitted by the Contractor are legible as defined in SOW, Section 5.0 (Definitions).

10.1.9.2 The County reserves the right to require the submission of records entered electronically at no additional charge following written notice to the Contractor of recurrent submission of illegible records.

10.1.10 Forms

The Contractor must ensure that the clinics use the most recent forms, medical questionnaires, Protocol Sheets and CPGs accessible on the following County website:

<https://employee.hr.lacounty.gov/clinical-practice-guidelines/>

The County reserves the right to update these documents upon a five (5) Business Day notice to the Contractor.

Note: The County will communicate to the Contractor when these documents are updated, as well.

10.1.11 Laws and Regulations

The Contractor must perform all examinations, tests and individual examination/test components in accordance with federal, state, local laws and regulations, and County policy and protocols.

10.1.12 Service Disruption

The Contractor must notify OHP five (5) Business Days prior to any anticipated situation or circumstance (i.e., facility issues, decertification

of staff or clinics, loss of business license, union strikes, etc.) that will cause a disruption of Services.

For unforeseeable, emergent disruptions, the Contractor must notify the County as soon as possible.

10.2 Pre-employment/post-offer (“PEPO”) Medical Examinations

Pre-employment/post-offer (“PEPO”) medical examinations, in compliance with the Americans with Disabilities Act (“ADA”), are conducted for County job applicants for specific safety and non-safety job classifications. PEPO examinations are performed after the receipt of a conditional offer and before employment starts to determine an applicant’s suitability for the job and ensure that an applicant can safely perform the essential functions of the position, as defined by the County hiring department with or without reasonable accommodations.

There are three broad categories of PEPO medical examinations, and the examination protocols for each category include medical screenings that apply to physical demands for the position. In addition, specific CPGs speak to the screenings to be completed for each classification. These categories include Basic, General and Safety, which reflect the job position’s increasing physical demand, risk of injury and public safety consequences.

Basic

Basic examinations are performed for administrative, clerical and professional service positions that have lower physical demands (i.e., requiring lifting up to ten (10) lbs., the ability to drive safely). History taking is conducted using a medical history questionnaire specific to the classifications in the Basic series. For this category, testing is generally limited to screening for visual acuity.

General

General examinations are designed for more physically demanding classifications (i.e., requiring frequent lifting of heavy items, squatting, twisting and bending to accomplish tasks). A more comprehensive medical history and physical examination are required to complete the examination for classifications in this category. In addition to the tests required in the Basic examination, additional testing such as vital signs, height and weight, oral fluid collection, and an audiogram are included.

Safety

Safety examinations are reserved for those applicants for public safety positions with professional medical standards and physical training requirements (as prescribed by law enforcement, firefighting, lifeguarding). The majority of medical examinations in this category are in accordance with Peace Officer Standards and Training (“POST”) requirements and with the guidelines issued by the

National Fire Protection Association (“NFPA”) and other regulatory requirements and guidance. All Safety examinations entail comprehensive history taking and a complete physical examination. In addition to the tests required for General medical examination, tests such as an electrocardiogram (“EKG”), spirometry, and drug screening are included.

Because the County has a wide range of jobs with varying physical requirements, the examination protocols for specific positions will detail the specific screening tests that are uniquely appropriate for a given classification.

10.2.1 PEPO Examination Packages

10.2.1.1 The Contractor must perform a Basic, General or Safety PEPO medical examination, based on the item number of the County job position and the specific PEPO examination package described in the appropriate Protocol Sheet.

10.2.1.2 There are over 100 Basic, General & Safety PEPO examination packages, the specific components of which vary by County job classification. The Contractor must complete all specific PEPO examination components that are defined on the Protocol Sheets, and as set forth in Sub-paragraph 10.1.4 of this SOW. The following **examples** give a general context of the types of examination components that the Contractor will be required to provide as part of the Basic, General & Safety packages.

1) Basic Examination (Example):

Basic Examination Package for Driving (B)
Distant acuity: Best OU, OS, OD (Titmus)
Near vision: Best OU (Titmus)
Review of Basic Pre-Placement Questionnaire
Completion of Pre-Placement Results form

2) General Examination (Example):

General Examination Package for Grounds Maintenance Helper, Worker I, II (G)
Height/Weight
Oral fluid collection for glucose, oral fluid and blood
Blood pressure, pulse rate, rhythm
Distance acuity: Corrected OU, OS, OD (Titmus)
Near vision: Corrected OU (Titmus)
Audiometry: Administered by CAOHC certified staff
Review of General Pre-Placement Questionnaire

Required Additional Testing:

Drug screening (County-Mandated 5-Substance Panel) after completion of Drug Screening Notification Form (A65)

3) Safety Examination (Example):

Safety Examination Package for Fire Fighter Trainee (S)

Height/Weight

Oral fluid collection for glucose, bilirubin, protein and blood

Drug screening (County-Mandated 5-Substance Panel) after completion of Drug Screening Notification Form

Blood pressure, pulse rate

Far acuity: Uncorrected OD, OS, OU (Titmus) - do monocular testing first

>If either eye>20/40, repeat uncorrected with BL or ETDRS chart

>If either eye>20/40 by chart, repeat chart with correction

Near Vision: Best OU (Titmus)

EKG

Spirometry

Audiometry: > If any threshold >40 dB (except 6 or 8 kHz), do manual repeat

Review of Firefighter Health History Questionnaire

Physical Examination: Safety

Completion of Firefighter Healthcare Provider's Findings Report

Required Additional Testing:

HRR color plate test (County version) (A61)

Blood chemistry panel (A03)

Review of Supplemental Respirator History Questionnaire (A57)

10.2.2 Drug Screenings

The County maintains a drug-free workplace as an essential element in fulfilling its responsibility to provide a safe, healthful workplace and to protect the safety and health of the public.

The majority of drug screenings will be conducted for job applicants for certain positions as part of the PEPO examination process. However, County employees, may also be required to submit to a drug screening as part of an OME package. The Contractor must refer to the County job applicant's position or the OME package's Protocol Sheet to confirm whether a drug screening is required. The Contractor must

ensure that PEPO medical examinations or OMEs that include drug screenings are completed in the same facility unless expressly authorized by the County.

County PEPO and OME drug screenings are non-DOT drug screenings. However, the Contractor must ensure that the County's drug screening collection procedures and laboratory testing are consistent with the federal Department of Transportation ("DOT") rule, Code of Federal Regulations ("CFR") Title 49, Part 40 and Part 382, hereby referred to as *49 CFR Part 40 and Part 382* with the following exceptions:

- The Contractor must ensure that breath alcohol tests are not performed for any PEPO or OME drug screening;
- The Contractor must not use DOT Chain of Custody forms, but instead must provide a similar, Non-DOT Chain of Custody form;
- The County will provide a Drug Screening Notification Form, similar to SOW Attachment A.4 (Sample Drug Screening Notification);
- No directly observed collection for any PEPO and OME drug screenings is required;
- The Contractor must report all test results only to OHP;
- The Contractor must ensure that no PEPO or OME drug screenings will result in a referral to a Substance Abuse Professional (SAP); and
- The Contractor must ensure that no PEPO or OME drug screening results will be reported to the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse.

10.2.2.1 Drug Screening Notification Form

The Contractor must ensure that all County job applicants and County employees whose positions require a drug screening as identified on the Protocol Sheet receive a copy of the Drug Screening Notification form for their review and signature before the start of the medical examination.

10.2.2.2 Refusal to Test

The Contractor must ensure that, for any job applicant or employee that refuses to comply with any component of the drug screening collection procedures, that the job applicant's or County employee's medical examination is terminated,

and their drug screening test result is reported as a *“Refusal to Test.”*

The following events will constitute a Refusal to Test:

1. If a job applicant or County employee refuses to provide consent on the Drug Screening Notification form, the Contractor must inform the applicant that failure to provide consent will result in the termination of the medical examination and the drug screening test result will be reported as a *“Refusal to Test.”* In the event that the individual continues to refuse to provide consent, the Contractor must terminate the medical examination and report the individual’s drug screening test result as a *“Refusal to Test.”*
2. In the event that a job applicant or County employee signs the Drug Screening Notification form, but cannot or does not provide an adequate oral fluid specimen on the first attempt, the Contractor must follow the oral fluid collection procedures outlined in 49 CFR §40.72 & 49 CFR §40.193
3. In the event that a job applicant or County employee signs the Drug Screening Notification form, but leaves the collection site without providing an oral fluid specimen or without authorization to do so, the Contractor must report the drug screening result as a *“Refusal to Test.”*
4. In the event that a job applicant or County employee attempts to impede or interfere with the defeat the collection of an oral fluid specimen, the Contractor must follow the oral fluid collection procedures outlined in 49 CFR §40.72, before reporting the drug screening result as a *“Refusal to Test.”*

For all the above-mentioned instances, with exception of the *“dry mouth”* procedures outlined in 49 CFR §40.73, the Contractor must immediately suspend the medical examination, notify OHP in writing no later than twenty-four (24) hours of the *“Refusal to Test,”* and provide OHP with the following:

1. A copy of the job applicant or employee’s PEPO or OME Work Order;

2. A copy of the Drug Screening Notification form completed by the job applicant or County employee and the Contractor's representative; and
3. A written statement by the Contractor's representative, which must include the following:
 - The name of the job applicant or County employee, date/time of the medical examination, job title, and item number;
 - The name of the Contractor's representative that interacted with the job applicant or County employee;
 - A detailed summary explaining why the PEPO or OME drug screening was reported as a "Refusal to Test"; and
 - In the event that the job applicant or County employee did not sign or refused to sign the Drug Screening Notification form, the Contractor must also include any information, if available, as to why the job applicant did not sign or refused to sign the Drug Screening Notification form.

10.2.2.3 Specimen Collection

The Contractor's collection site personnel are responsible for ensuring the integrity of the specimen collection and non-DOT chain of custody transfer process. The Contractor must ensure that its collection site personnel are trained in accordance with *49 CFR Part 40 and Part 382*. The Contractor must ensure that this training covers collection site preparation, specimen collection, examination of specimen(s) for tampering or sample adulteration, observation of collection, ensuring that the provided specimen is adequate for split sample drug re-testing, and the appropriate labeling and preservation of the non-DOT chain of custody form.

10.2.2.4 Laboratory Testing

1. The Contractor must ensure that the oral fluid specimen analysis is completed by a laboratory certified by the Federal Substance Abuse and Mental Health Services Administration ("SAMSHA") to conduct oral fluid screenings for federal agencies.

2. The Contractor may subcontract the laboratory specimen analysis in accordance with the Master Agreement, Paragraph 8.39 (Subcontracting).
3. In accordance with the *49 CFR Part 40 § 40.85*, the Contractor must ensure that its laboratories or its subcontracted laboratories test for the following five drugs or classes of drugs, hereby referred to as the County-Mandated 5-Substance Panel:
 - Marijuana metabolites,
 - Cocaine metabolites,
 - Amphetamines,
 - Opioids, and
 - Phencyclidine (PCP).

The Contractor must ensure that cut-off values equal those identified by *49 CFR § 40.87*.

In the event that federal DOT regulations for the substances or classes of drugs or the cut-off values are revised or updated by the federal DOT, the Contractor must notify the County in writing within ten (10) Business Days of the change and provide a written plan of action to implement the change(s).

10.2.2.5 Medical Review Officer (“MRO”) Services

The County requires that all controlled substances testing laboratory results be reviewed by a qualified MRO who is a licensed physician (M.D. or D.O.) in accordance with *49 CFR Part 40 Subpart G*.

The Contractor may subcontract MRO services, in accordance with the Master Agreement, Paragraph 8.39 (Subcontracting), if an in-house MRO is not employed. Subcontracted MRO services must follow all established protocols and procedures as outlined in this section.

The Contractor must ensure that a job applicant or County employee’s laboratory results are received by the MRO immediately or within twenty-four (24) hours of the results becoming available.

The Contractor must ensure that the MRO reviews and contacts all job applicants and County employees whose laboratory drug results were detected as positive, adulterated, substituted, invalid test result, or refusal to test in accordance with *49 CFR Part 40 Subpart G*.

The Contractor must ensure that the MRO initiates the testing of the split sample with the Contractor if the job applicant elects this option within three (3) Business Days after being informed of a verified positive test result.

The Contractor must ensure that the analysis of the split sample is performed at an independent second laboratory certified by the SAMSHA to conduct oral fluid drug screenings for federal agencies and that the results are provided to OHP as soon as available but no later than ten (10) Business Days after the screening.

10.2.2.6 Required Reporting

The Contractor must not report any PEPO or OME drug screening results to the County departments.

The Contractor must not submit a medical examination Findings Report to OHP until the MRO verifies and finalizes the drug screening test results. In accordance with SOW, Sub-paragraphs 10.1.7.5 and 10.1.7.6, the Contractor must also include in the Findings Report, the following drug screening documents:

1. Drug Screening Notification Form,
2. Non-DOT Chain of Custody Form,
3. MRO Verified Test Result, and
4. Laboratory Report(s).

The Contractor must ensure that the laboratory report includes the results of each primary specimen tested or split sample test results, if applicable.

The Contractor must ensure that the laboratory report format includes the elements identified in *49 CFR § 40.97*.

10.2.2.7 Expert Witness Services

The Contractor must provide expert witness services, as needed, from the MRO and certifying scientist at the price listed in Exhibit B (Pricing Schedule).

10.3 Occupationally Mandated Examinations (“OME”)

OHP’s Occupationally Mandated Examinations (“OME”) is the systematic assessment of County employees based on the required regulations and also involves examination of those employees who are exposed or may potentially be exposed to occupational hazards. County employees are enrolled in this program according to identified regulations and requirements such as the Peace Officer Standards and Training (“POST”) or Cal/OSHA requirements. Some positions and examinations require a one-time assessment at the initial onset of performing the duties.

However, OMEs are also conducted with existing County employees during their employment with the County when potential for exposure to hazardous agents exists. The frequency and extent of OMEs will vary and depend on the nature of the hazards and other requirements as specified by the medical monitoring program.

10.3.1 OME Packages

The Contractor must perform all required examination components in the OME Packages, as follows:

1) Armed Reserve Pool (Probation Department)

Work fitness examination developed by the County of Los Angeles, in adherence to P.O.S.T., for incumbent Probation Officers prior to assignment to specialized units that are armed and accompany Sheriff Deputies into the field to perform gang sweeps, warrant enforcement, surveillance, make arrests, and to transport probationers to a custody facility.

Package – Armed Reserve Pool (E27):

- Height and weight
- Blood pressure, pulse rate, and rhythm
- Far acuity - Corrected OU (Titmus)
- Audiogram - If any threshold >25 dB, do manual repeat
- Drug screening (County-Mandated 5-Substance Panel) after completion of Drug Screening Notification form
- History - Review of Armed Reserve Pool (Probation Department) Medical History Questionnaire

- Physical Exam - Complete
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

2) **Asbestos**

Cal/OSHA mandated medical surveillance examination following the procedures specified by the California Code of Regulations, Title 8, Section 1529 for employees with exposures to asbestos at the workplace.

Package – Asbestos (E09):

- Height and weight
- Spirometry – Must be administered by staff with NIOSH certification obtained within the last 5 years
- History - Review of either Asbestos, Initial or Asbestos, Annual Questionnaire
- Physical - Must include pulmonary and abdominal examination
If FVC < LLN, measure chest expansion on maximum inhalation
- Complete the Medical Examiner's Note and Healthcare Provider's Findings Report

3) **Clandestine Laboratory Enforcement (Sheriff's Department)**

Medical surveillance examination recommended by the State Bureau of Narcotics Enforcement for employees who are exposed to harmful substances while performing drug laboratory raids.

Package – Clandestine Laboratory Enforcement (Sheriff's Department) (E24)

- Height and weight
- Blood pressure, pulse, and rhythm
- Spirometry
- Blood chemistry panel
- History - Review of Clandestine Laboratory Enforcement Medical History Questionnaire
- Physical - Must include ENT, pulmonary, cardiac, and abdominal examination
If FVC < LLN, measure chest expansion on maximum inhalation
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report after receiving and reviewing the blood test results

4) **Commercial Driver License**

State mandated medical examination to certify drivers to operate commercial vehicles that require Class A or B license.

Package – Commercial Driver License (D):

- Height and weight (if overweight, see BMI table on Page 2 for guidance)
- Blood pressure, pulse, and rhythm
- Forced whisper test at 5 feet in each ear
- Oral fluid collection for glucose, protein, blood, and specific gravity
- Far acuity (Titmus) - Uncorrected and corrected OU, OS, OD
- Color vision with Titmus signal lights slide – record on Titmus Results form with Signal Lights
- Peripheral vision (Titmus)
- History - Review of DMV MCSA-5875
If Hx is negative, ask if any health care visits or Rx use (including OTC) in last 6 months
- Physical - Complete
- Complete MCSA-5875 and MCSA-5876 forms
- Complete Healthcare Provider's Findings Report

5) **Confined Space**

Work fitness examination developed by the County of Los Angeles for employees who are assigned to work in confined spaces in which life-threatening oxygen-deficient conditions can occur without warning.

Package – Confined Space (E02):

- History - Review of OHP Confined Space Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

6) **Crane Operator**

Cal/OSHA mandated work fitness examination following the procedures specified by the California Code of Regulations, Title 8, Section 5006.1 for employees who operate mobile and tower crane.

Package – Crane Operator (E20)

- Height and weight
- Blood pressure, pulse, and rhythm
- Audiogram
- Oral fluid collection for glucose, protein, and blood
- County-Mandated 5-Substance Panel
- Distance acuity (Titmus) - Corrected OU, OS, OD
- Color vision with Titmus signal lights slide
- Horizontal field of vision (Titmus)
- History - Review of Crane Operator Medical History Questionnaire
- Physical - Complete
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

7) **FBI Hazardous Devices School**

Work fitness medical examination for Sheriff's Department personnel who are selected to train as bomb technicians at the FBI's Hazardous Devices School.

Package – FBI Hazardous Devices School (E22):

- Height and weight
- Blood pressure and pulse (sitting)
- Audiometry (manual repeat for >25 dB at 500-3000 Hz)
- PPD (can be omitted if previously positive, but will need CXR, see below)
- Distance acuity (Titmus) - Uncorrected and corrected OS, OD
- Near vision (Titmus) - Uncorrected and corrected OS, OD
- Color vision - HRR
- ECG
- History - Review of FBI Bomb School (FD-1065) form by Physician
- Physical - Complete exam

8) HAZMAT

Cal/OSHA mandated medical surveillance examination following the procedures specified by the California Code of Regulations, Title 8, Section 5192 for employees with exposures to hazardous materials during waste operations or emergency response.

Required Package - Hazmat Medical (E06):

- Height and weight
- Blood pressure, pulse rate, and rhythm
- Oral fluid collection for glucose, protein, and blood
- Spirometry
- Complete blood count
- Blood chemistry panel
- History - Review of HAZMAT Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

9) Hearing Conservation

Cal/OSHA mandated medical surveillance examination following the procedures specified by the California Code of Regulations, Title 8, Section 5097 for employees with excessive exposure to noise at the workplace.

Package – Hearing Conservation (E18):

- Audiometry: Administered by CAOHC certified staff
- Calculation of STS: if (+) then the following are required immediately
- History: Physician or CAOHC certified staff person must take a brief otologic history. Document current use of hearing protection (type and frequency of use)
- Physical: Otologic examination by a Physician or CAOHC certified staff person
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

10) **Lead**

Cal/OSHA mandated medical surveillance examination following the procedures specified by the California Code of Regulations, Title 8, Section 1532.1 for employees with significant exposure to lead at the workplace.

Package – Lead (E11):

- Blood lead & ZPP

11) **Respirable Crystalline Silica**

Cal/OSHA mandated medical surveillance examination following the procedures specified by the California Code of Regulations, Title 8, Section 1532.3 for employees with exposures to respirable crystalline silica at the workplace.

Package – Respirable Crystalline Silica Examination (E31):

- Height and Weight
- Spirometry - Administered by staff with NIOSH certification within the last 5 years
- History - Review of Crystalline Silica Medical History Questionnaire
- Physical - Must include a complete pulmonary examination
If FVC < LLN, measure chest expansion on maximum inhalation
- Complete Authorization for Crystalline Silica Opinion to Employer form
- Complete Written Medical Opinion for the Employer form
- Complete Written Medical Report for the Employee form
- Complete Employee Healthcare Provider's Findings Report

12) **Respiratory Protection**

Cal/OSHA mandated work fitness examination following the procedures specified by the California Code of Regulations, Title 8, Section 5144 for employees who require use of respiratory protective equipment in contaminated air environment.

Package – Respirator Medical (E05):

- History - Review Respirator Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report
- Complete Employee Medical Evaluation Clearance Form for Respirator Use

13) **Retirement Exemption for Safety Personnel**

State mandated work fitness medical examination for public safety personnel to determine suitability to continue safety-sensitive duties beyond the age of 60.

Package – Retirement Exemption for Safety Personnel (E26)

- Height and weight
- Oral fluid collection for glucose, protein, and blood
- Blood pressure, pulse rate, and rhythm
- Far acuity - Best OS, OD (Titmus) -- if >20/20 in either eye, see below
- Audiogram
- EKG
- Physical Examination - Complete
- Review of Retirement Exemption Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report
- Complete Retirement Exemption Certification Letter

14) **SCUBA/Diving**

Work fitness medical examination following the Undersea & Hyperbaric Medical Society guidelines for employees who are assigned to duties that require SCUBA diving.

Package – SCUBA/Diving (E12):

- Height and weight
- Blood pressure and pulse
- Audiometry
- Spirometry
- CBC
- Complete oral fluid collection (send to lab)
- ECG
- History - Review OHP SCUBA/DIVING Medical History Questionnaire
- Physical - Physician exam must include ENT (including auto-inflation), pulmonary, cardiac, neuro, GU, and abdominal components of a "Complete" exam
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

15) Tuberculosis Screening

Administration of standard TB screening questionnaire and completion of the Mantoux skin test or interferon-gamma release assay blood test per the CDC guidelines. Perform chest x-ray as needed.

Package – Tuberculosis Screening (I11):

- Review TB questionnaire
- PPD (unless history of positive PPD in past)

10.4 Fitness-for-Life Examinations (Fire Department)

The Fitness-for-Life (“FFL”) examination is a voluntary annual wellness examination modeled on the comprehensive medical screening program recommended by the Fire Service Joint Labor Management Fitness-for-Life Initiative sponsored by the IAFF and the IAFC. The goal of this comprehensive medical examination is to screen for the presence of common disease, evaluate risk factors for chronic diseases, assess physical fitness, and educate program participants to improve their health and fitness to reduce the change of developing future injuries and disease.

Package – Fitness-for-Life Core Wellness Package (W01):

The Contractor must perform the appropriate FFL examination, based on the age of the employee, with all its required examination components. The components of the FFL examination vary based on the age of the employee and are categorized by age group in the Protocol Sheets. See SOW Attachment A.3 (Sample Protocol Sheets) for an example of an FFL examination for employees aged 42, 44, 46 48.

Optional: Combination FFL/OME Packages [Commercial Driver License Medical Examination FFL (WD); HAZMAT FFL (W06); and SCUBA/Diving FFL (W12)]:

Due to the overlapping nature of FFL and OME medical examination components, FFL examinations and OMEs are sometimes completed concurrently for the convenience of the employee and the Contractor. Combination FFL/OME Packages include the Fitness-for-Life Core Wellness Package and one of the following OMEs, based on the employee’s position:

- Commercial Driver License Medical Examination
- HAZMAT
- SCUBA/Diving

Contractors electing to provide Combination FFL/OME Packages must conduct the Fitness-for-Life Core Wellness Package and the appropriate OME concurrently, as indicated on the Work Order.

10.5 Additional Testing and Services

The following provides performance requirements on selected tests and services that may be included as part of a Package or added (at additional cost) by the Protocol Sheet on the day of examination or may be ordered separately by OHP at a later date. A complete list of potential additional components is found in Exhibit B (Pricing Sheet) of the Master Agreement.

All references to the Clinical Practice Guidelines, Clinical Testing Procedures, Gerkin Protocol Worksheet, Body Fat Worksheet, Strength and Flexibility Worksheet, Exercise Challenge Test Form, are accessible at the following County website:

<https://employee.hr.lacounty.gov/clinical-practice-guidelines/>

10.5.1 Albuterol, serum level

10.5.2 Amitriptyline: Urine testing by GC/MS

10.5.3 Ankle x-ray: 1 view with read: See SOW, Sub-paragraph 10.5.66.

10.5.4 Audiometry

10.5.4.1 All audiograms must be performed in a booth which has background sound pressure levels that do not exceed those in Table C-1 of Section 5097 of Cal/OSHA G.I.S.O.

10.5.4.2 All audiograms must be performed by staff certified in Occupational Hearing Conservation by the Council of Accreditation Occupational Hearing Conservation (CAOHC) within the last five (5) years.

10.5.4.3 The name of the staff member performing the audiogram must be clearly written on the test results.

10.5.4.4 Testing frequencies must include at a minimum 500, 1000, 2000, 3000, 4000, 6000 and 8000 Hz in each ear.

10.5.4.5 Audiograms may be initially done in automatic mode. However, the Contractor must provide reflexive manual repeat testing at no charge to the County when indicated by the Protocol Sheet.

10.5.5 Benzodiazepine: Urine testing by GC/MS

10.5.6 Blood Chemistry Panel:

10.5.6.1 Panel must include the following tests:

Bilirubin (Total)	Total Protein	A/G Ratio
Bilirubin (Direct)	Albumin	Globulin
BUN	Creatinine	Alkaline
Phosphatase		
Glucose	ALT	GGT
AST	Sodium	Chloride
Potassium	Phosphorous	Magnesium
Calcium	Uric Acid	

10.5.6.2 Panel must not include any additional tests not listed in SOW, Sub-paragraph 10.5.6.1.

10.5.7 Blood Count, complete with differential

10.5.8 Blood Pressure & Pulse (recheck on different day):

Blood pressure and pulse check completed on another day after the initial examination. Procedures must conform to those described in the Clinical Testing Procedures.

10.5.9 Body Fat:

10.5.9.1 All testing must be done with Harpenden or Lange calipers.

10.5.9.2 Procedures must conform to those described in the Clinical Testing Procedures with results recorded on the Body Fat Worksheet.

10.5.9.3 The testing must include a minimum of two skin fold measurements at each site. A third measurement is required if the two measurements at a site differ by more than 2.0 mm.

10.5.9.4 The name of the staff member performing the body fat must be clearly written on the test results.

10.5.10 Bone Density Scan (DEXA)

10.5.11 Butalbital: Urine testing by GC/MS

10.5.12 Carbamazepine, serum level (Total)

10.5.13 Cardiac Stress Testing (CST):

10.5.13.1 Procedures must conform to those generally accepted as the standard of care in the community, with the additional considerations described in the Clinical Testing Procedures.

10.5.13.2 The exercise target for all testing must be maximum exertion (not 85% maximum heart rate).

10.5.13.3 Treadmill testing done under the “Gerkin” protocol must conform to the procedures described in the Clinical Testing Procedures with results recorded on the Gerkin Protocol Worksheet.

10.5.13.4 All CSTs and associated resting ECGs must be read by a Licensed MD/DO. Any results that are outside a normal or mildly abnormal EKG reading as detailed in the County’s Clinical Practice Guidelines must be referred to a Contractor Cardiologist.

10.5.14 Carisoprodol: Urine testing by GC/MS

10.5.15 Cervical x-ray, four view: See SOW, Sub-paragraph 10.5.66.

10.5.16 Chest x-ray, one view: See SOW, Sub-paragraph 10.5.66.

10.5.17 Chest x-ray, one view with B read: See SOW, Sub-paragraph 10.5.66.

10.5.18 Chest x-ray, three views with B read: See SOW, Sub-paragraph 10.5.66.

10.5.19 Chest x-ray, two views: See SOW, Sub-paragraph 10.5.66.

10.5.20 Combined CST and ECT

10.5.21 Coronary Calcium Study

10.5.22 County-Mandated 5-Substance Panel: See SOW, Sub-paragraph 10.2.2 (Drug Screenings).

10.5.23 Curl-Up's:

Procedures must conform to the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

10.5.24 Cyclobenzaprine: Urine testing by GC/MS

10.5.25 Echocardiogram

- 10.5.26 Electrocardiogram (EKG/ECG) with overread when needed: All EKG's/ECG's, except those listed in the Clinical Testing Procedures, must be read by a Licensed MD/DO on staff. Any results that are outside a normal or mildly abnormal EKG reading as detailed in the County's Clinical Practice Guidelines must be referred to a Contractor Cardiologist.
- 10.5.27 Exercise Challenge Testing (ECT):
- 10.5.27.1 Procedures must conform to those described in the Clinical Testing Procedures.
 - 10.5.27.2 Contract staff must use the County's Exercise Challenge Test Form to record results.
- 10.5.28 Flu (Seasonal) Vaccination: See SOW, Sub-paragraph 10.5.83.
- 10.5.29 Glucose, Blood
- 10.5.30 Hand x-ray, one view: See SOW, Sub-paragraph 10.5.66.
- 10.5.31 HDL
- 10.5.32 Hemmocult slide
- 10.5.33 Hemoglobin A1c
- 10.5.34 Hepatitis A Vaccination (per dose): See SOW, Sub-paragraph 10.5.83.
- 10.5.35 Hepatitis B antibody titer
- 10.5.36 Hepatitis B surface antigen
- 10.5.37 Hepatitis B Vaccination (per dose): See SOW, Sub-paragraph 10.5.83.
- 10.5.38 Hip x-ray, one view: See SOW, Sub-paragraph 10.5.66.
- 10.5.39 HRR Standard Pseudoisochromatic Color Vision Test
- 10.5.39.1 Procedures must conform to those described in the Clinical Testing Procedures.
 - 10.5.39.2 Order of the test plates must be randomized to prevent memorizing of answers by examinees.
 - 10.5.39.3 All testing must be done in a room whose only light source is the illumination provided by a Richmond Products True

Daylight Illuminator (with slant easel) utilizing a single Verilux F15T8VLX 15w tube positioned over the testing materials.

- 10.5.40 Hydrocodone: Urine testing by GC/MS
- 10.5.41 Hydrocodone, serum level
- 10.5.42 Jamar Dynamometer: Procedures must conform to those described in the Clinical Testing Procedures.
- 10.5.43 Knee x-ray, two views: See SOW, Sub-paragraph 10.5.66.
- 10.5.44 Levetiracetam (Keppra), serum level
- 10.5.45 Lipid Panel: Panel must include Total Cholesterol, HDL, LDL, Triglycerides, and Cholesterol/HDL ratio.
- 10.5.46 Lithium, serum level
- 10.5.47 Lumbar x-ray, three views: See SOW, Sub-paragraph 10.5.66.
- 10.5.48 Lumbar x-ray, two views: See SOW, Sub-paragraph 10.5.66.
- 10.5.49 Mammogram
- 10.5.50 Measles antibody titer (IGG)
- 10.5.51 Measurement of neck circumference
- 10.5.52 Methadone: Urine testing by GC/MS
- 10.5.53 MMR Immunization: See SOW, Sub-paragraph 10.5.83.
- 10.5.54 Mumps antibody titer (IGG)
- 10.5.55 Oxycodone: Urine testing by GC/MS
- 10.5.56 Phenytoin, serum level
- 10.5.57 Physical Examination: Complete
 - 1. The examination components must include all those listed in the Pre-Placement/Post-Offer CPGs.
 - 2. Examination must be done by a licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5.
 - 3. All positive and pertinent negative findings (see SOW, Section 5.0, Definitions, Paragraph 5.13) must be fully described, or the

examination will be considered incomplete. Simple placement of a “✓” mark in a form box indicating “Within Normal Limits” will not be considered a full description of pertinent negative findings.

10.5.58 Physical Examination: “As Needed”

1. The licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5, must perform a focused examination limited to a specific body part when either a positive medical history or an abnormal clinical test raises potential concerns related to the goals of the PEPO examination (see the Pre-Placement/Post-Offer Clinical Practice Guidelines).
2. The County reserves the right to refuse payment for an “As Needed” examination if the performance of such is subsequently deemed unnecessary upon review by a licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5.
3. In general, the County expects the licensed healthcare provider, as specified in SOW, Sub-paragraph 10.1.5 to perform a thorough examination of the body part in question. At a minimum, the examination must be sufficiently thorough to address the clinical question at issue, and include all of the specific components for that body part listed under the description of a “Complete” examination found in the Pre-Placement/Post-Offer Clinical Practice Guidelines.
4. All positive and pertinent negative findings (see SOW, Paragraph 5.13, Definitions) must be fully described to be considered completed. Simple placement of a “✓” mark in a form box indicating “Within Normal Limits” will not be considered a full description of pertinent negative findings.

10.5.59 Plank Test: Procedures must conform to the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

10.5.60 PPD: PPD testing used in conjunction with PEPO examinations only. It includes only placement of the PPD test and subsequent reading. Unlike for OME Tuberculosis screening, administration of a separate TB questionnaire is not necessary.

10.5.61 PSA, total

10.5.62 Push-ups: Procedures must conform to the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.

10.5.63 Quantiferon TB Gold In-Tube

10.5.64 Rabies antibody titer

10.5.65 Rabies vaccination: See SOW, Sub-paragraph 10.5.83.

10.5.66 Radiographic studies

1. All radiographs must be read by a Board-Certified Radiologist.
2. Studies specifying “B-read” must be read by a Physician certified by the National Institute for Occupational Safety and Health as a B-reader.
3. All radiographs must clearly indicate the initials or name of the X-ray Technician.

10.5.67 Respirator Fit Testing

Test protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual.

10.5.68 Rubella antibody titer (IGG)

10.5.69 Sacral-iliac x-ray, one view: See SOW, Sub-paragraph 10.5.66.

10.5.70 Shoulder x-ray, three views: See SOW, Sub-paragraph 10.5.66.

10.5.71 Signal Lights (Titmus SCI-1 slide)

1. Procedures must conform to those described in the Clinical Testing Procedures.
2. Contract staff must use Titmus Results Form with Signal Lights to record results.

10.5.72 Sleep study (Polysomnography)

10.5.73 Spine x-ray, two views: See SOW, Sub-paragraph 10.5.66.

10.5.74 Spirometry

1. Staff performing spirometry must have completed a live NIOSH-approved spirometry course within the last five (5) years.
2. The name of the staff member performing spirometry must be clearly written on the spirogram.
3. Testing must be consistent with the NIOSH recommended procedures, as set forth in the Clinical Testing Procedures and the following link:

<https://www.cdc.gov/niosh/topics/spirometry/training.html#current-guidance>.

4. Spirometry must be repeated up to eight times to obtain at least three technically acceptable tracings which include two tracings with FEV1 and FVC values that differ by no more than 5%.

10.5.75 Strength and Flexibility Assessment:

1. The Contractor must perform arm strength, curl-ups, sit & reach, Jamar, leg strength, and push-ups in the Clinical Testing Procedures with results recorded on the Strength and Flexibility Worksheet.
2. Counseling must be done by an exercise physiologist, physical therapist, physician, or other qualified health care professional who is capable of applying the American College of Sport's Medicine's (ACSM) recommendations for exercise prescription.

10.5.76 Supplemental Respirator History Questionnaire:

The Contractor must interview the job applicant to obtain appropriate details on all positive responses on a supplemental questionnaire administered during a PEPO examination.

10.5.77 Td Vaccination: See SOW, Sub-paragraph 10.5.83.

10.5.78 Tdap Vaccination: See SOW, Sub-paragraph 10.5.83.

10.5.79 Tramadol: Urine testing by GC/MS

10.5.80 Treadmill Testing for Aerobic Capacity (no EKG/ECG): This is a treadmill test performed with either the Bruce or Gerkin protocol without EKG/ECG monitoring.

10.5.81 TSH

10.5.82 Oral fluid collection, complete

10.5.83 Vaccinations

The vaccinations set forth in this Paragraph 10.5 must include screening for contraindications, obtaining consent, and providing the following information in writing (on your stationary) for each vaccination to the employee's supervisor:

- a) Name of employee
- b) Date of vaccination

- c) A statement as to whether employee needs to be restricted from potential exposure to the applicable infectious agent, or cannot safely be vaccinated
- d) A statement regarding whether an additional dose of vaccine is necessary and the date when this should be given

10.5.84 Valproic acid, serum level

10.5.85 Varicella Immunization (per dose): See SOW, Sub-paragraph 10.5.83.

10.5.86 Varicella titer (IGG)

10.5.87 Vision Recheck Using Bailey-Lovie or ETDRS Chart:

1. Procedures must conform to those described in the Clinical Testing Procedures.
2. Testing must include O.S, O.D, and O.U., uncorrected and corrected.
3. Scoring must be recorded on a separate sheet which includes the name of the technician.

10.5.88 Vision Testing Using Near Point Card (OU):

1. Testing must be done with correction (if available) with both eyes open.
2. Testing material must consist of a commercially available reading card with Jaeger scoring of font sizes.

10.5.89 Wrist x-ray (PA view only): See SOW, Sub-paragraph 10.5.66.

11.0 GREEN INITIATIVES

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (“PRS”) Chart, Attachment A.2 of this Exhibit A (SOW), lists required Services that will be monitored by the County during the term of this Master Agreement and is an important monitoring tool for the County. The chart:

- references applicable sections of the Master Agreement
- lists required Services
- indicates the method of monitoring
- indicates the deductions/fees that may be assessed for each service that is not satisfactory

All listings of Services used in the PRS are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between Services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS that is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

13.0 TRANSITION SERVICES

13.1 Transition Services – Start of Contract

13.1.1 Transition Support - County

Upon Contract execution, as described in the Master Agreement, Section 4.0 (Term of Master Agreement), and/or upon the County’s request, the County will instruct the Contractor on the method of transfer for any electronic or hardcopy historical medical records and any other data and materials necessary for the Contractor to service this Master Agreement.

13.1.2 Transition Services – Contractor

Upon the execution of this Master Agreement, the Contractor must:

- 1) ensure that its key personnel attend the County’s orientations, as requested by the County;
- 2) provide sufficient management support and staffing to effect an orderly transition of medical records and any other data and materials above referenced in SOW, Sub-paragraph 13.1.1; and
- 3) retrieve and/or receive any electronic and/or hardcopy medical records and any other data and materials above referenced in SOW, Sub-paragraph 13.1.1, at the County’s request and instruction.

13.2 Transition Services – Responsibilities Upon Expiration or Termination

13.2.1 The Contractor must cooperate with the County to provide for a smooth transition from Contractor-provided Services to whatever service replacement method the County determines to be in the County's best interest. The Contractor must provide sufficient management support and staffing to effect an orderly transition, during the following transition periods:

- 1) Prior to and two months following non-renewal or expiration of the Master Agreement in the ordinary course of business;
- 2) Upon and two (2) months following the effective date of termination of the Master Agreement upon the County's termination pursuant to Paragraph 8.43 (Termination for Default) of the Master Agreement; and
- 3) Upon and two (2) months following the effective date of notice of termination by the County for any reason other than a termination pursuant to Paragraph 8.43 (Termination for Default) of the Master Agreement.

13.2.2 The Contractor must facilitate the disposition of all medical records and any other data files and materials generated for or provided by the County to service this Master Agreement, as requested by the County, as set forth in this Section 13.0 of this SOW, and as further defined in Section 3.0 of Exhibit J (Information Security and Privacy Requirements) to the Master Agreement.

(Note: The Contractor will not be entitled to any compensation or other fees for transition services provided following the expiration, non-renewal or termination of the Master Agreement for any reason.)

EXHIBIT A

STATEMENT OF WORK

ATTACHMENTS

TABLE OF CONTENTS

Attachments

- A.1 MASTER AGREEMENT DISCREPANCY REPORT
- A.2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
- A.3 SAMPLE PROTOCOL SHEETS
- A.4 SAMPLE DRUG SCREENING NOTIFICATION

ATTACHMENT A.1

MASTER AGREEMENT DISCREPANCY REPORT

ATTACHMENT A.2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES THAT MAY BE ASSESSED
Master Agreement: Section 7.0 - Administration of Master Agreement – Contractor, Sub-paragraphs 7.1 and 7.2.	The Contractor must notify the County in writing of any changes to information on Exhibit D (Contractor’s Administration), as specified in Master Agreement, Sub-paragraphs 7.1 and 7.2.	Inspection and Observation	\$100 per occurrence
Master Agreement, Paragraph 7.6 – Confidentiality, Sub-paragraph 7.6.4	The Contractor must sign, provide to the County, and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement).	Submission and Inspection of Contract file	\$100 per occurrence
Master Agreement, Paragraph 8.23 – General Provisions for All Insurance Coverage and Paragraph 8.24 – Insurance Coverage	The Contractor must provide insurance, as specified in Master Agreement, Paragraphs 8.23 and 8.24.	Submission and Inspection of Contract files	\$100 per occurrence
Master Agreement: Paragraph 8.37 - Record Retention and Inspection/Audit Settlement	The Contractor must maintain all required documents as specified in Master Agreement, Paragraph 8.37.	Inspection of files	\$100 per occurrence
Master Agreement: Paragraph 8.39 - Subcontracting	The Contractor must obtain the County’s written approval prior to subcontracting any work, as specified in Master Agreement, Paragraph 8.39.	Inspection & Observation	\$100 per occurrence; possible termination for default of Master Agreement
SOW: Section 3.0 – Quality Control	The Contractor must submit a Quality Control Plan to the County’s Project Manager within thirty days of Master Agreement execution, as specified in Master Agreement, Section 3.0.	Inspection & Observation	\$100

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES THAT MAY BE ASSESSED
SOW: Paragraph 4.1 - Meetings	The Contractor must attend monthly meetings, or more frequently, upon the County's request, as specified in SOW, Paragraph 4.1.	Attendance	\$100 per occurrence

ATTACHMENT A.3

SAMPLE PROTOCOL SHEETS

Basic PEPO Examination Protocol Sheet

COUNTY OF LOS ANGELES

Department of Human Resources | Occupational Health Programs
Pre-Employment/Post-Offer Medical Examinations
Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov



PRE-PLACEMENT PROTOCOL SHEET

Name: _____

Last 4 SSN: _____ DOB: _____ Date: _____

Contractor: _____

Work Order #: _____

ITEM NUMBER: Miscellaneous
CLASS TITLE: Miscellaneous

COMMENTS: Physician must obtain sufficient detail on all positive responses of relevance to the safe and effective performance of administrative duties, lifting 10 lbs, and driving.

During the interview with examinee, the physician must observe and note whether the examinee has any significant communication difficulty (hearing and speech).

PACKAGE: BASIC (record results on Basic Pre-Placement Exam Data form) B

_____ Distance acuity: Best OU, OS, OD (Titmus)

_____ Near vision: Best OU (Titmus)

_____ Review of Basic Pre-Placement Questionnaire

_____ Completion of Pre-Placement Results form

For questions requiring consultation with a physician from the Los Angeles County Occupational Health Programs, please call (213) 433-7201.

I certify the above referenced tests were performed and completed on the applicant listed above.

Authorized Clinic Representative: _____

Signature: _____ **Date:** _____

Revised 08-02-2022



General PEPO Examination Protocol Sheet

COUNTY OF LOS ANGELES
Department of Human Resources | Occupational Health Programs
Pre-Employment/Post-Offer Medical Examinations
Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

PRE-PLACEMENT PROTOCOL SHEET

Name: _____

Last 4 SSN: _____ DOB: _____ Date: _____

Contractor: _____

Work Order #: _____

ITEM NUMBER: 0350, 0352, 0354

CLASS TITLE: Grounds Maintenance Helper, Worker I, II

COMMENTS: Responsible for such tasks as lawn mowing (noise), weeding, fertilizing, sweeping, replanting, and renovating. Custodial work such as sweeping, mopping and waxing floors, washing windows and cleaning restrooms associated with parks, beaches or other public facilities. Drives between parks.

PACKAGE: GENERAL (record results on General Pre-Placement Exam Data form) G

- _____ Height/Weight
- _____ Dipstick urinalysis for glucose, protein, and blood
- _____ Blood pressure, pulse rate, rhythm
- _____ Distance acuity: Corrected OU, OS, OD (Titmus)
- _____ Near vision: Corrected OU (Titmus)
- _____ Audiometry: Administered by CAOHC certified staff
- _____ Review of General Pre-Placement Questionnaire

REQUIRED ADDITIONAL TESTING:

- _____ Drug screening (County-Mandated 8-Substance Panel) A65
after completion of Drug Screening Notification Form

For questions requiring consultation with a physician from the Los Angeles County Occupational Health Programs, please call (213) 433-7201.

I certify the above referenced tests were performed and completed on the applicant listed above.

Authorized Clinic Representative: _____

Signature: _____ **Date:** _____

Revised 08-02-2022

Safety PEPO Examination Protocol Sheet



COUNTY OF LOS ANGELES

Department of Human Resources | Occupational Health Programs

Pre-Employment/Post-Offer Medical Examinations

Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

PRE-PLACEMENT PROTOCOL SHEET

Name: _____

Last 4 SSN: _____ DOB: _____ Date: _____

Contractor: _____

Work Order #: _____

ITEM NUMBER: 0198

CLASS TITLE: Fire Fighter Trainee

PACKAGE: SAFETY (record results on Safety Pre-Placement Exam Data form) S

- _____ Dipstick urinalysis for glucose, bilirubin, protein, and blood
- _____ Drug screening(County-Mandated 8-Substance Panel)
after completion of Drug Screening Notification Form
- _____ Blood pressure, pulse rate
- _____ Far acuity: Uncorrected OD, OS, OU (Titmus) - do monocular testing first
 - ▶ If either eye >20/30, repeat uncorrected with BL or ETDRS chart
 - ▶ If either eye >20/30 by chart, repeat chart with correction
- _____ Near vision: Best OU (Titmus)
- _____ EKG
- _____ Spirometry
- _____ Audiometry: ▶ If any threshold >25 dB (except 6 or 8 kHz), do manual repeat
- _____ Review of Safety Pre-Placement Questionnaire
- _____ Physical Exam: Safety

REQUIRED TESTING:

- _____ HRR color plate test (County version) A61
- _____ Blood chemistry panel A03
- _____ Review of Supplemental Respirator Questionnaire A57

For questions requiring consultation with a physician from the Los Angeles County Occupational Health Programs, please call (213) 433-7201.

I certify the above referenced tests were performed and completed on the applicant listed above.

Authorized Clinic Representative: _____

Signature: _____ **Date:** _____

Fitness-for-Life Examination Protocol Sheet

FITNESS-FOR-LIFE

Name: _____ DOB: _____ Item# _____

Age 42, 44, 46, 48

Last 4 SSN: _____ Dept: Fire P&R

(Age two months from today)

Date: _____ Contractor: _____

Charge To: County Local 1014 Insurance

CORE WELLNESS PACKAGE: Consent for FFL, Auditing, & Record Release must be signed before exam is begun. Blood testing may be non-fasting. Participant must initial below if any test declined.

- _____ Get signature of top box of Consent for FFL, Auditing, & Record Release W01
- _____ Height/Weight/Waist
- _____ Dipstick urinalysis for glucose, protein, blood
- _____ Body fat measurement with calipers (Use Body Fat Worksheet)
- _____ Blood pressure & pulse
- _____ Distance acuity: Best OU, OS, OD (Corrected if wears correction)
- _____ Near vision: Best OU
- _____ Peripheral vision
- _____ Blood (may be non-fasting): CBC, Chemistry Panel, Total cholesterol, HDL, LDL
- _____ Spirometry
- _____ Audiometry
- _____ Physical Fitness Testing: Jamar, Push-ups, Curl-ups or Plank, Sit and Reach
(Use Strength and Flexibility Worksheet)
- _____ Physical Fitness counseling: Complete and dispense CV Fitness Worksheet
- _____ Completion of FFL Medical Exam Compliance Form
- _____ Review of FFL Questionnaire. Record note on Medical Examiner's Note
- _____ Physical Exam: Performed by Physician.

AEROBIC FITNESS (Gerkin protocol preferably)

- _____ Review optional Family History Questionnaire: Do not record FHx in Med Examiner's Note
- _____ Treadmill testing without leads unless one of the following: A94
- ▶ +Cardiac Sx with exercise ▶ ECG today shows ventricular arrhythmia/heart block/LVH
 - ▶ +FHx in 1st degree male <55/ female <65 ▶ GFR <60 ▶ +Hx of CAD ▶ CAC ≥100
 - ▶ AHA/ACC 10-Yr Risk ≥ 7.5% (Use labs from prior exam if current results unavailable)
- If so, then _____ CST A09

OPTIONAL DIABETES SCREENING (for employees without diabetes)

If Chem Panel non-fasting *and* BMI ≥ 25 or Pre-diabetes on previous testing,

Then offer A1c: _____ A1c done A29

Clinical Findings/Med Hx Concerns:

Testing Required:

Cardiac arrhythmia on exam	▶ _____ ECG	A23
Cardiac murmur, grade III+ or heard in axilla or neck	▶ _____ ECG	A23
Chronic cough of lower airway origin	▶ _____ Chest x-ray, PA/lateral	A73
Dipstick (+) for glucose	▶ _____ Hemoglobin A1c	A29
Dipstick (+) for blood or protein unless menses	▶ _____ Urinalysis, Complete	A63
ECG, prior, showed LVH or heart block	▶ _____ ECG	A23

Record Handling: Send OHP only the protocol sheet, consent form, and any "Out of Birthday Window" Work Order unless a DMV, HAZMAT, or SCUBA is done. If so, send everything to OHP except Family Medical History Questionnaire.

Revised 08-02-2022



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs

Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

**ARMED RESERVE POOL (PROBATION DEPARTMENT)
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

COMMENTS - This exam is required for assignment to a special field unit where the employee accompanies Sheriff's Deputies to detain probationers. The individual carries a firearm and a baton. The employee must attend a 30-day training academy that does not require long distance running, but the person does undergo defensive-tactics training. The individual must pass the P.O.S.T. physical agility test consisting of an obstacle course run, lifting and dragging a dummy weighing 165 lbs., climbing up and over a 6-foot wall, and running a 500-yard dash.

PACKAGE - ARMED RESERVE POOL (record results on Employee Exam Data form) E27

- Height and weight
- Blood pressure, pulse rate, and rhythm
- Far acuity - Corrected OU (Titmus)
- Audiogram - If any threshold >25 dB, do manual repeat
- Drug screening (County-Mandated 8-Substance Panel) after completion of Pre-Placement and Promotional Test Notification form
- History - Review of Armed Reserve Pool (Probation Department) Medical History Questionnaire
- Physical Exam - Complete
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

CLINICAL FINDINGS

TESTING REQUIRED

Cardiac arrhythmia on exam and no CST to be done (see below)	<input type="checkbox"/>	ECG	A23
Hand deformity or weakness	<input type="checkbox"/>	Jamar x 3, both hands	A34
Vision, OU >20/30	<input type="checkbox"/>	Vision retest with ETDRS chart	A68
Wheezing on exam	<input type="checkbox"/>	Spirometry	A56



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Employee Name	Employee ID	e-	Date of Service
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INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Age ≥ 50 male <u>and</u> either diabetic on Rx for BP, lowest BP today ≥ 160 systolic or 90 diastolic, current smoker, or hx of coronary heart disease	<input type="checkbox"/>	Cardiac Stress Test (Bruce Protocol)	A09
Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
Thyroid, Rx or disease in last 2 years	<input type="checkbox"/>	TSH	A62

MEDICATION CONCERNS

TESTING REQUIRED

Carbamazepine, current use for seizures	<input type="checkbox"/>	Carbamazepine (serum)	A08
Carisoprodol (Soma), use in last 6 months, but denies use in last 6 months	<input type="checkbox"/>	Carisoprodol (urine)	A92
Cyclobenzaprine (Flexeril), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Cyclobenzaprine (urine)	A93
Hydrocodone (Vicodin), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Hydrocodone (urine)	A87
Levetiracetam (Keppra), current use for seizures	<input type="checkbox"/>	Levetiracetam (urine)	A18
Lithium, current use	<input type="checkbox"/>	Lithium (serum)	A36
Oxycodone (Percocet), use in the last 6 months, but denies use in last 6 months	<input type="checkbox"/>	Oxycodone (urine)	A89
Phenytoin (Dilantin), current use for seizures	<input type="checkbox"/>	Phenytoin (serum)	A42
Tramadol (Ultram), use in last 6 months, but denies use in past month	<input type="checkbox"/>	Tramadol (urine)	A90
Valproic Acid, current use for seizures	<input type="checkbox"/>	Valproic Acid (urine)	A66

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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ASBESTOS MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

PACKAGE - ASBESTOS (record the results on the Employee Examination Data form) E09

- Height and weight
- Spirometry – Must be administered by staff with NIOSH certification obtained within the last 5 years
- History - Review of either Asbestos, Initial or Asbestos, Annual Questionnaire
- Physical - Must include pulmonary and abdominal examination
 If FVC < LLN, measure chest expansion on maximum inhalation
- Complete the Medical Examiner's Note and Healthcare Provider's Findings Report

CXR ALGORITHM

Step 1 - Is this an Initial Asbestos exam?

- No ▶ Go to Step 3 Use the Annual Asbestos Questionnaire.
 ▶ Go to Step 2
- Yes ▶ Use the Initial Asbestos Examination Questionnaire.
 ▶ Is employee's job any of the following positions?

7202 Asst Chief Stationary Engineer	7196 Stationary Engineer Apprentice
6359 Helper Refrigerator	7200 Stationary Engineer Controls Spec.
7745 Refrigerator Mechanic	7197 Stationary Engineer I
7744 Refrigerator Mechanic Apprentice	7198 Stationary Engineer II
7662 Sheet Metal Worker	7754 Steam Fitter



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Employee Name	Employee ID	e-	Date of Service
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- Yes ▶ Go to Step 4, but consider that employee had a 3-view CXR during pre-placement exam.
- No ▶ Go to Step 4

Step 2 - Is employee planning to leave County employment within the next year?

- No ▶ Go to Step 3
- Yes ▶ Go to Step 4

Step 3 - Did employee perform asbestos work at least 30 days during the last year?

- No ▶ Do not perform any CXR's today
- Yes ▶ Go to Step 4

Step 4 - Use chart below to determine if CXR is needed.

Age < 40	Hired ≤10 yr ago and last CXR > 2 yr ago	▶ 1 view, with B read	A72
Age < 40	Hired >10 yr ago and last 3-view CXR ≤ 2 yr ago	▶ 1 view, with B read	A72
Age < 40	Hired >10 yr ago and last 3-view CXR > 2 yr ago	▶ 3 view, with B read	A12
Age ≥ 40	Hired any time and last 3-view CXR ≤ 2 yr ago	▶ 1 view, with B read	A72
Age ≥ 40	Hired any time and last 3-view CXR > 2 yr ago	▶ 3 view, with B read	A12

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Authorized Clinic Representative _____

Signature _____ **Date** _____



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**CLANDESTINE LABORATORY ENFORCEMENT (SHERIFF'S DEPARTMENT)
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	

COMMENTS - This program is recommended by the State Bureau of Narcotics and Enforcement for Deputy Sheriffs and Crime Lab employees who perform illegal drug lab investigations. The objective is to identify illnesses that may be aggravated by exposure to hazardous substances, physical agents, and/or other job-related factors.

PACKAGE - CLANDESTINE LABORATORY ENFORCEMENT (SHERIFF'S DEPARTMENT) E24
 (record results on Employee Examination Data form)

- Height and weight
- Blood pressure, pulse, and rhythm
- Spirometry
- Blood chemistry panel
- History - Review of Clandestine Laboratory Enforcement Medical History Questionnaire
- Physical - Must include ENT, pulmonary, cardiac, and abdominal examination
 If FVC < LLN, measure chest expansion on maximum inhalation
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report
 after receiving and reviewing the blood test results

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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**COMMERCIAL DRIVER LICENSE
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

COMMENTS - Data may be recorded on the DMV MCSA-5875 instead of the Employee Examination Data form. However, be sure to record any pertinent negative physical findings in the open box at the bottom of page 3 on the MCSA-5875 form. If history is negative, ask about any healthcare visits or prescription medication use (including over-the-counter) in the last 6 months. If lab tests or cardiac stress test (CST) is done, hold the MCSA-5875 and MCSA-5876 until lab results or cardiology report is received and reviewed. If employee does not return for required CST within 2-3 days, do not issue the medical certificate and restrict from driving.

PACKAGE - COMMERCIAL DRIVER LICENSE

D

- Height and weight (if overweight, see BMI table on Page 2 for guidance)
- Blood pressure, pulse, and rhythm
- Forced whisper test at 5 feet in each ear
- Dipstick urinalysis for glucose, protein, blood, and specific gravity
- Far acuity (Titmus) - Uncorrected and corrected OU, OS, OD
- Color vision with Titmus signal lights slide – record on Titmus Results form with Signal Lights
- Peripheral vision (Titmus)
- History - Review of DMV MCSA-5875
 If Hx is negative, ask if any health care visits or Rx use (including OTC) in last 6 months
- Physical - Complete
- Complete MCSA-5875 and MCSA-5876 forms
- Complete Healthcare Provider's Findings Report



COUNTY OF LOS ANGELES

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Employee Name	Employee ID	e-	Date of Service	
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CLINICAL FINDINGS

TESTING REQUIRED

Cardiac arrhythmia on exam	<input type="checkbox"/>	ECG	A23
	<input type="checkbox"/>	If PVC's (>1), then CST	A09
BP lowest read today 140-159/90-99	<input type="checkbox"/>	ECG	A23
Dipstick (+) for glucose	<input type="checkbox"/>	Hemoglobin A1c	A29
Dipstick (+) for blood/protein unless menses	<input type="checkbox"/>	Urinalysis, Complete	A63
Far Acuity either eye >20/40 best	<input type="checkbox"/>	ETDRS wall chart	A68
Whisper distance <5 ft in better ear	<input type="checkbox"/>	Audiometry	A02

INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
Obesity, severe with BMI ≥ 40	<input type="checkbox"/>	Ask about any hx of sleep apnea	
	<input type="checkbox"/>	Hemoglobin A1c	A29
Thyroid Rx or disease in the last 2 years or goiter on exam today	<input type="checkbox"/>	TSH	A62



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Employee Name		Employee ID	e-	Date of Service	
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MEDICATION CONCERNS

TESTING REQUIRED

Amitriptyline (Elavil, Endep, Vanatrip) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Amitriptyline (urine)	A74
Benzodiazepine use in last 6 months, but denies use in last month	<input type="checkbox"/>	Benzodiazepine (urine)	A19
Butalbital (Fioricet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Butalbital (urine)	A91
Carisoprodol (Soma), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Carisoprodol (urine)	A92
Cyclobenzaprine (Flexeril), use in last 6, but months denies use in last month	<input type="checkbox"/>	Cyclobenzaprine (urine)	A93
Hydrocodone (Vicodin) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Hydrocodone (urine)	A87
Methadone use in last 6 months, but denies use in last month	<input type="checkbox"/>	Methadone (urine)	A99
Oxycodone (Percocet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Oxycodone (urine)	A89
Tramadol (Ultram) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Tramadol (urine)	A90
Zolpidem (Ambien) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Zolpidem (urine)	A100

BMI TABLE

Height	63	64	65	66	67	68	69	70	71	72	73	74	75	76
BMI 40	225	232	240	247	255	262	270	278	286	294	303	311	319	328

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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**CONFINED SPACE
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	

PACKAGE - CONFINED SPACE

E02

- History - Review of OHP Confined Space Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Diabetes, on two non-insulin medications	<input type="checkbox"/> Hemoglobin A1c	A29
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Authorized Clinic Representative _____

Signature _____ **Date** _____



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CRANE OPERATOR MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

PACKAGE - CRANE OPERATOR (record results on Employee Examination Data form) E20

- Height and weight
- Blood pressure, pulse, and rhythm
- Audiogram
- Dipstick urinalysis for glucose, protein, and blood
- Drug screening (County-Mandated 8-Substance Panel)
- Distance acuity (Titmus) - Corrected OU, OS, OD
- Color vision with Titmus signal lights slide
- Horizontal field of vision (Titmus)
- History - Review of Crane Operator Medical History Questionnaire
- Physical - Complete
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

CLINICAL FINDINGS

TESTING REQUIRED

Dipstick (+) for glucose	<input type="checkbox"/>	Hemoglobin A1c	A29
Cardiac arrhythmia on exam	<input type="checkbox"/>	ECG	A23
Dipstick (+) for blood unless menses	<input type="checkbox"/>	Urinalysis, Complete	A63
Dipstick (+) for protein	<input type="checkbox"/>	Urinalysis, Complete	A63
	<input type="checkbox"/>	Blood Chemistry Panel	A03
Far Acuity either eye >20/40 corrected	<input type="checkbox"/>	B.L. or ETDRS wall chart	A68



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Employee Name		Employee ID	e-	Date of Service	
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INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Diabetes, on two non-insulin medications	<input type="checkbox"/>	Hemoglobin A1c	A29
Diabetes, corrected far acuity >20/40 OU	<input type="checkbox"/>	Glucose, serum	A25
Thyroid, Rx or disease in the last 2 years	<input type="checkbox"/>	TSH	A62

MEDICATION CONCERNS

TESTING REQUIRED

Amitriptyline (Elavil, Endep, Vanatrip) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Amitriptyline (urine)	A74
Benzodiazepine use in last 6 months, but denies use in last month	<input type="checkbox"/>	Benzodiazepine (urine)	A19
Butalbital (Fioricet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Butalbital (urine)	A91
Carisoprodol (Soma), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Carisoprodol (urine)	A92
Cyclobenzaprine (Flexeril), use in last 6, but months denies use in last month	<input type="checkbox"/>	Cyclobenzaprine (urine)	A93
Hydrocodone (Vicodin) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Hydrocodone (urine)	A87
Lithium, current use	<input type="checkbox"/>	Lithium (serum)	A36
Methadone use in last 6 months, but denies use in last month	<input type="checkbox"/>	Methadone (urine)	A99
Oxycodone (Percocet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Oxycodone (urine)	A89
Tramadol (Ultram) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Tramadol (urine)	A90
Zolpidem (Ambien) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Zolpidem (urine)	A100

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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**FBI HAZARDOUS DEVICES SCHOOL
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic				
Classification Title					Item Number	

COMMENTS - Record clinical data on the SF88 Report of Medical Examination form. The following sections on the SF88 must be completed: 1, 5, 6, 7, 8, 9, 12a, 14, 17, 19(B and D), 20, 21, 26A, 27A, 28, 30, 33, 40, 42-44 (as required), 46, 48. See OHP Clinical Practice Guidelines (CPG) regarding triage and handling of federal forms.

PACKAGE - FBI HAZARDOUS DEVICES SCHOOL

E22

- Height and weight
- Blood pressure and pulse (sitting)
- Audiometry (manual repeat for >25 dB at 500-3000 Hz)
- PPD (can be omitted if previously positive, but will need CXR, see below)
- Distance acuity (Titmus) - Uncorrected and corrected OS, OD
- Near vision (Titmus) - Uncorrected and corrected OS, OD
- Color vision - HRR
- ECG
- History - Review of FBI Bomb School (FD-1065) form by Physician
- Physical - Complete exam

PACKAGE - RESPIRATORY PROTECTION MEDICAL EVALUATION

E05

- History - Review Respiratory Protection Medical History Questionnaire

CLINICAL FINDINGS

TESTING REQUIRED

PPD (+) by testing or history	<input type="checkbox"/> CXR, 1 view (PA)	A11
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Employee Name		Employee ID	e-	Date of Service	
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INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
Lung Disease, history of, as adult	<input type="checkbox"/>	Spirometry	A56
Thyroid, Rx or disease in last 2 years	<input type="checkbox"/>	TSH	A62
Vision – Far, corrected >20/20 best eye, or >20/40 bad eye	<input type="checkbox"/>	Retest with ETDRS chart	A68
Vision – Near, target #4 (20/50) or worse in either eye	<input type="checkbox"/>	Retest with near point card	A69

MEDICATION CONCERNS

TESTING REQUIRED

Amitriptyline (Elavil, Endep, Vanatrip) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Amitriptyline (Urine)	A74
Benzodiazepine use in last 6 months, but denies use in last month	<input type="checkbox"/>	Benzodiazepine (Urine)	A19
Butalbital (Fioricet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Butalbital (Urine)	A91
Carisoprodol (Soma), use in last 6 months, but denies use in last 6 months	<input type="checkbox"/>	Carisoprodol (urine)	A92
Cyclobenzaprine (Flexeril), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Cyclobenzaprine (urine)	A93
Hydrocodone (Vicodin), use in last 6 months, but denies use in last month	<input type="checkbox"/>	Hydrocodone (urine)	A87
Methadone use in last 6 months, but denies use in last month	<input type="checkbox"/>	Methadone (urine)	A99
Oxycodone (Percocet) use in last 6 months, but denies use in last month	<input type="checkbox"/>	Oxycodone (urine)	A89
Tramadol (Ultram) use in last 6 months, but denies use in past month	<input type="checkbox"/>	Tramadol (urine)	A90

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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HAZMAT FITNESS-FOR-LIFE
COMPLETED ON THE SAME DAY OF FULL MEDICAL EXAMINATION
MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

Charge To	<input type="checkbox"/> County	<input type="checkbox"/> Paid by Local 1014 Insurance
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COMMENTS - Complete examination only upon Fire Department's request or if the employee is a Health HAZMAT Inspector. Before beginning the examination, the employee must sign the bottom box of the Consent for Fitness-for-Life Medical Examination, Auditing and Record Release form.

NOTE - If the employee is also scheduled for a Physical Fitness Assessment, DO NOT use this Protocol sheet; instead use the HAZMAT Medical Examination Protocol Sheet.

PACKAGE - HAZMAT MEDICAL EXAM ON SAME DAY OF FULL MEDICAL EXAM

W06

- Obtain signature from employee on the Consent for Fitness-for-Life Medical Examination, Auditing and Record Release form
- History - Review of HAZMAT Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

CLINICAL FINDINGS

TESTING REQUIRED

Restrictive pattern with FVC < LLN and chest wall expansion > 1.5"	<input type="checkbox"/> CXR, 1 view (PA)	A11
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I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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**HAZMAT
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

COMMENTS - Please also take detailed history and conduct a thorough medical examination to ensure that an individual is able to safely wear a respirator at their workplace.

PACKAGE - HAZMAT MEDICAL (record results on Employee Exam Data form) E06

- Height and weight
- Blood pressure, pulse rate, and rhythm
- Dipstick urinalysis for glucose, protein, and blood
- Spirometry
- Complete blood count
- Blood chemistry panel
- History - Review of HAZMAT Medical History Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

CLINICAL FINDINGS

TESTING REQUIRED

Dipstick (+) for blood or protein unless menses	<input type="checkbox"/> Urinalysis, Complete	A63
Dipstick (+) for glucose	<input type="checkbox"/> Hemoglobin A1c	A29
Abnormal spirogram	<input type="checkbox"/> Pulmonary exam	A44
Restrictive pattern with FVC < LLN and chest wall expansion > 1.5"	<input type="checkbox"/> CXR, 1 view (PA)	A11

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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**HEARING CONSERVATION
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)					
Employee's Department					
Employee ID #	e-	Date of Birth	Age	Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service	Contracted Clinic
Classification Title	Item Number

COMMENTS - STS calculations must be done immediately after obtaining the annual audiogram. When a new STS is present, a history and physical must be performed on the same day.

NOTE - Hearing Conservation exams performed without a baseline audiogram will not be paid for by the County.

PACKAGE - HEARING CONSERVATION

E18

- Audiometry Administered by CAOHC certified staff
- Calculation of STS if (+) then the following are required immediately
- History Physician or CAOHC certified staff person must take a brief otologic history
Document current use of hearing protection (type and frequency of use)
- Physical Otologic exam by a Physician or CAOHC certified staff person
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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LEAD
MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	

PACKAGE - LEAD

E11

Blood lead and ZZP

SAMPLE

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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RESPIRABLE CRYSTALLINE SILICA MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)					
Employee's Department					
Employee ID #	e-	Date of Birth	Age	Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service	Contracted Clinic			
Classification Title	Item Number			

PACKAGE – RESPIRABLE CRYSTALLINE SILICA EXAMINATION

E31

(record results on Employee Examination Data form)

- Height and Weight
- Spirometry - Administered by staff with NIOSH certification within the last 5 years
- History - Review of Respirable Crystalline Silica Medical History Questionnaire
- Physical - Must include a complete pulmonary examination
 If FVC < LLN, measure chest expansion on maximum inhalation
- Complete Authorization for Crystalline Silica Opinion to Employer form
- Complete Written Medical Opinion for the Employer form
- Complete Written Medical Report for the Employee form
- Complete Employee Healthcare Provider's Findings Report

ADDITIONAL TESTING

- Chest X-Ray - Single View AP interpreted by NIOSH-certified B Reader A72
- QuantiFERON TB Gold In-Tube (**ONLY FOR INITIAL EXAM**) I02

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



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 Occupational Health Programs
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**RESPIRATORY PROTECTION
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	

COMMENTS - The objective of this examination is to determine if an employee is medically fit to safely wear a respirator in the course of their duties.

PACKAGE - RESPIRATORY PROTECTION

E05

- History - Review OSHA Respirator Medical Evaluation Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report
- Complete Employee Medical Evaluation Clearance Form for Respirator Use

INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Restrictive lung disease (by history)	<input type="checkbox"/> Spirometry	A56
Shortness of breath that interferes with work	<input type="checkbox"/> Spirometry	A56

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs
 Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

**RETIREMENT EXEMPTION FOR SAFETY PERSONNEL
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic				
Classification Title					Item Number	

COMMENTS - For Fire Personnel - Employees undergoing this medical examination must bring a copy of their treadmill test results, if a treadmill test was taken within the last 12 months. If there is no documentation of a treadmill test results of ≥ 33.5 ml/O₂ in the prior 12 months, perform a treadmill test. Those employees currently testing at < 33.5 , will be allowed to continue working past age 60 years, but the level of exercise capacity must be reported to the OHP in the Findings Report.

PACKAGE - RETIREMENT EXEMPTION (record results on Employee Examination Data form) E26

- Height and weight
- Dipstick urinalysis for glucose, protein, and blood
- Blood pressure, pulse rate, and rhythm
- Far acuity - Best OS, OD (Titmus) -- if $>20/20$ in either eye, see below
- Audiogram
- EKG
- Physical Examination - Complete
- Review of Retirement Exemption Questionnaire
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report
- Complete Retirement Exemption Certification Letter



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs

Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

Employee Name		Employee ID	e-	Date of Service	
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CLINICAL FINDINGS

TESTING REQUIRED

Dipstick (+) for blood	<input type="checkbox"/>	Urinalysis, Complete	A63
Dipstick (+) for glucose	<input type="checkbox"/>	Hemoglobin A1c	A29
Dipstick (+) for protein	<input type="checkbox"/>	Urinalysis, Complete	A63
Vision/Far, Best >20/40 either eye	<input type="checkbox"/>	ETDRS wall chart	A68
Vision/Far, Best >20/20 either eye if pilot	<input type="checkbox"/>	ETDRS wall chart	A68
VO2 <33.5 ml/O2 measured in last 12 months	<input type="checkbox"/>	CST if Firefighter	A09
VO2 not measured in last 12 months	<input type="checkbox"/>	CST if Firefighter	A09

INTERNAL MEDICINE CONCERNS

TESTING REQUIRED

Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
Thyroid, Rx or disease in last 2 years	<input type="checkbox"/>	TSH	A62

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs
 Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

SCUBA/DIVING FITNESS-FOR-LIFE
COMPLETED ON THE SAME DAY OF FULL MEDICAL EXAMINATION
MEDICAL EXAMINATION PROTOCOL

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	
Charge To		<input type="checkbox"/> County <input type="checkbox"/> Paid by Local 1014 Insurance					

COMMENTS - To determine ability to "clear ears," observe movement of the TM while employee does valsalva with nostrils held shut (auto-inflation). Before beginning the examination, the employee must sign the bottom box of the Consent for Fitness-for-Life Medical Examination, Auditing and Record Release form. If this is the employee's first County SCUBA/Diving examination, complete a CXR.

Note - If the employee is scheduled for a Physical Fitness Assessment, **DO NOT** use this Protocol sheet. Use the SCUBA/DIVING Medical Examination Protocol Sheet.

PACKAGE - SCUBA/DIVING MEDICAL EXAM ON SAME ON DAY OF FULL MEDICAL EXAM W12

- Obtain signature in bottom box of Consent for Fitness-for-Life Medical Examination, Auditing and Record Release form
- Complete urinalysis (send to lab)
- History - Review of the SCUBA/Diving Medical History Questionnaire
- Physical - Must include ENT, pulmonary, cardiac, neuro, GU, and abdominal components of a "Complete" exam (See Periodic CPG). Additionally, observe TM movement during valsalva (auto-inflation)
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report

REQUIRED TESTING

- ECG (unless already done today) A23



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs

Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

Employee Name	Employee ID	e-	Date of Service
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CLINICAL FINDINGS

REQUIRED TESTING

Albuterol use in last 2 years	<input type="checkbox"/>	Exercise Challenge Test	A24
Asthma, if use of Rx in last 2 years		OR (if CST indicated)	
Obstruction with FEV1/FVC < LLN, and FEV1 % PRED <100%	<input type="checkbox"/>	Combined CST/ECT	A17
Carbamazepine, current use for seizures	<input type="checkbox"/>	Carbamazepine (serum)	A08
Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
ECG >1 PVC or LVH	<input type="checkbox"/>	Cardiac Stress Test	A09
First County SCUBA/Diving exam	<input type="checkbox"/>	CXR, 2 view (PA/lateral)	A73
Levetiracetam (Keppra) current use for seizures	<input type="checkbox"/>	Levetiracetam (serum)	A18
Phenytoin, current use for seizures	<input type="checkbox"/>	Phenytoin, serum level	A42
Valproic Acid, current use for seizures	<input type="checkbox"/>	Valproic Acid, serum level	A66

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs
 Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

**SCUBA/DIVING
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic	
Classification Title		Item Number	

COMMENTS - To determine ability to "clear ears," observe movement of the TM while employee does valsalva with nostrils held shut (auto-inflation). Before beginning the examination, the employee must sign the bottom box of the Consent for Fitness-for-Life Medical Examination, Auditing and Record Release form. If this is the employee's first County SCUBA/Diving examination, complete a CXR.

PACKAGE - SCUBA/DIVING (record results on Employee Examination Data form) E12

- Height and weight
- Blood pressure and pulse
- Audiometry
- Spirometry
- CBC
- Complete urinalysis (send to lab)
- ECG
- History - Review OHP SCUBA/DIVING Medical History Questionnaire
- Physical - Physician exam must include ENT (including auto-inflation), pulmonary, cardiac, neuro, GU, and abdominal components of a "Complete" exam
- Complete Medical Examiner's Note and Healthcare Provider's Findings Report



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs
 Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

Employee Name		Employee ID	e-	Date of Service	
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CLINICAL FINDINGS

REQUIRED TESTING

Age ≥40 male <u>and</u> either DM, smoker, BP today ≥ 160, (+) Cardiac Sx with exercise, (+) ECG today for ventricular arrhythmia, heart block, or LVH, or hx of CAD	<input type="checkbox"/>	Cardiac Stress Test	A09
Albuterol use in the last 2 years	<input type="checkbox"/>	Exercise Challenge Test	A24
Asthma, if use of Rx in the last 2 years		OR (if needs CST)	
Obstruction with FEV1/FVC < LLN, & FEV1 %PRED <100%	<input type="checkbox"/>	Combined CST/ECT	A17
Carbamazepine, current use for seizures	<input type="checkbox"/>	Carbamazepine (serum)	A08
Diabetes	<input type="checkbox"/>	Hemoglobin A1c	A29
First County SCUBA/Diving exam	<input type="checkbox"/>	CXR, 2 view (PA/lateral)	A73
Levetiracetam (Keppra), current use for seizures	<input type="checkbox"/>	Levetiracetam (serum)	A18
Phenytoin, current use for seizures	<input type="checkbox"/>	Phenytoin, serum level	A42
Valproic Acid, current use for seizures	<input type="checkbox"/>	Valproic Acid, serum Level	A66

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____



COUNTY OF LOS ANGELES
 Department of Human Resources
 Occupational Health Programs

Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

**TUBERCULOSIS SCREENING
 MEDICAL EXAMINATION PROTOCOL**

EMPLOYEE INFORMATION

Employee Name (last, first, middle)							
Employee's Department							
Employee ID #	e-	Date of Birth		Age		Last 4 of SSN	

EXAMINATION INFORMATION

Date of Service		Contracted Clinic					
Classification Title						Item Number	

COMMENTS - Please administer your clinic's standard TB screening questionnaire. Triage as "No Restrictions" unless CXR is suggestive of active TB. These employees would need to be restricted immediately and referred for treatment.

PACKAGE - TUBERCULOSIS SCREENING

I11

- Review of TB Medical History Questionnaire
- PPD (unless history of positive PPD in past)

TODAY

REQUIRED TESTING

(+) PPD in past and (+) TB symptoms now	<input type="checkbox"/> CXR, 1 view (PA) with read	A11
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48-72 HOURS LATER

REQUIRED TESTING

PPD ≥ 5 mm and employee is immunosuppressed or compromised	<input type="checkbox"/> CXR, 1 view (PA) with read	A11
PPD ≥ 10 mm	<input type="checkbox"/> CXR, 1 view (PA) with read	A11

I certify the above referenced tests were performed and completed on the employee listed above.

Authorized Clinic Representative _____

Signature _____ **Date** _____

ATTACHMENT A.4

SAMPLE DRUG SCREENING NOTIFICATION



DRUG SCREENING NOTIFICATION
Occupational Health Programs
County of Los Angeles

Name (Last, First, Middle) _____

Drug Screening Information

The position you have been offered requires a urine drug screening as part of the pre-employment/post-offer (PEPO) or Occupationally Mandated Examination (OME) medical screening. The drug testing panel screens for amphetamines/methamphetamines, benzodiazepines, barbiturates, cocaine, methadone, opiates, phencyclidine, and cannabis. The drug screening collection procedures and laboratory testing are consistent with the Federal Department of Transportation (DOT) rule, Code of Federal Regulations (CFR), Title 49, Part 40, and Part 382: <https://www.ecfr.gov/current/title-49/subtitle-A/part-40>

If the drug screening test is found positive, you have the option of requesting a split sample test from your original specimen that was collected at the time of the screening. All drug screenings are conducted by a County-contracted laboratory certified by the Federal Substance Abuse and Mental Health Services Administration (SAMSHA).

Applicant Acknowledgement

I understand that refusal to comply with or complete the drug testing procedure today will be considered equivalent to a positive drug screening test result. A refusal to test includes any attempt to defeat, tamper with, or interfere with the collection procedure such as, but not limited to, providing a cold or abnormally hot specimen, adding anything to the urine specimen, or using someone else's urine as the provided specimen. Additionally, until I have completed the drug test process, I understand that I may not leave the medical facility or leave the drug collection area for any reason if specifically instructed not to do so; either action on my part will also be considered equivalent to a refusal to test and will be considered as a presumed positive test result.

Applicant Signature _____ **Date** _____

FOR USE BY CONTRACTED OCCUPATIONAL HEALTH CLINICS ONLY

- I certify the above-referenced applicant completed & signed the Drug Screening Notification Form.
- I certify the above-referenced applicant refused to comply with or complete the drug testing procedure.

Authorized Clinic Representative _____

Signature _____ **Date** _____

EXHIBIT B

PRICING SCHEDULE

EXHIBIT B - PRICING SCHEDULE

B-1 - Clinic Services

The table below provides fixed prices for the Contractor's provision of any and all on-going Services set forth in the Master Agreement, including all administrative costs.

EXAMINATIONS	BILLING CODE	CLINIC COST
PRE-PLACEMENT/POST-OFFER PACKAGES		
Basic Examination	B	
General Examination	G	
Safety Examination	S	
Commercial Driver License Medical Examination (Completed with General Exam)	AD	
Saturday Clinic Premium for Basic Examination	SB	
Saturday Clinic Premium for General Examination	SG	
Saturday Clinic Premium for Safety Examination	SS	

OME PACKAGES		
Armed Reserve Pool (Probation Department)	E27	
Asbestos	E09	
Clandestine Laboratory Enforcement (Sheriff's Department)	E24	
Commercial Driver License Medical Examination	D	
Confined Space	E02	
Crane Operator	E20	
FBI Hazardous Devices School	E22	
HAZMAT	E06	
Hearing Conservation	E18	
Lead	E11	
Respirable Crystalline Silica	E31	
Respiratory Protection	E05	
Retirement Exemption for Safety Personnel	E26	
SCUBA/Diving	E12	
Tuberculosis Screening	I11	

FFL PACKAGES		
Fitness-for-Life (Core Wellness Package)	W01	
Combination FFL/OME Packages:		
Commercial Driver License Medical Examination (Completed on the Same Day as Full Medical Examination)	WD	
HAZMAT FFL (Completed on the Same Day as Full Medical Examination)	W06	
SCUBA/Diving FFL (Completed on the Same Day as Full Medical Examination)	W12	

**EXHIBIT B - PRICING SCHEDULE
B-1 - Clinic Services**

EXAMINATIONS	BILLING CODE	CLINIC COST
ADDITIONAL TESTING		
Albuterol, serum level	A01	
Amitriptyline, urine	A74	
Ankle x-ray: 1 view with read	A30	
Audiometry (500 – 8000 Hz)	A02	
Body Fat (day of medical appointment)	A06	
Body Fat with Ht/Wt (recheck)	A07	
Benzodiazepine, urine	A19	
Blood chemistry panel	A03	
Blood Count, complete with differential	A04	
Blood Pressure & Pulse (recheck on different day)	A05	
Bone Density Scan (DEXA)	A79	
Butalbital, urine	A91	
Carbamazepine, serum level (Total)	A08	
Cardiac Stress Test (CST)	A09	
Carisoprodol, urine	A92	
Cervical x-ray, four view	A10	
Chest x-ray, one view	A11	
Chest x-ray, one view with B read	A72	
Chest x-ray, three view with B read	A12	
Chest x-ray, two view	A73	
Combined CST/ECT	A17	
Coronary Calcium Study	A80	
County-Mandated 5-Substance Panel	A65	
Curl-Ups	W03	
Cyclobenzaprine, urine	A93	
Drug Test of Split Specimen	A15	
Echocardiogram	A101	
Electrocardiogram (EKG/ECG) with Cardiologist overread when needed	A23	
Exercise Challenge Testing (ECT)	A24	
Flu (seasonal) Vaccination	I14	
Glucose, blood	A25	
Hand x-ray, one view	A33	
HDL	A27	
HemmoCult slide	A83	
Hemoglobin A1c	A29	
Hepatitis A vaccination (per dose)	I07	
Hepatitis B antibody titer	I09	
Hepatitis B surface antigen	A31	
Hepatitis B vaccination (per dose)	I04	
Hip x-ray, one view	A85	

**EXHIBIT B - PRICING SCHEDULE
B-1 - Clinic Services**

EXAMINATIONS	BILLING CODE	CLINIC COST
ADDITIONAL TESTING <i>(continued)</i>		
HRR Standard Pseudoisochromatic Color Vision Test	A61	
Hydrocodone, serum level	A32	
Hydrocodone, urine	A87	
Jamar dynamometer	A34	
Knee x-ray, two view	A35	
Levetiracetam (Keppra), serum level	A18	
Lipid Panel	A14	
Lithium, serum level	A36	
Lumbar x-ray, three view	A98	
Lumbar x-ray, two view	A37	
Mammogram	A77	
Measles antibody titer (IGG)	I24	
Measurement of neck circumference	A95	
Methadone, urine	A99	
MMR Immunization	I21	
Mumps antibody titer (IGG)	I25	
Oxycodone, urine	A89	
Phenytoin, serum level	A42	
Physical exam: "As Needed"; 1st body system	A44	
Physical exam: "As Needed"; 2nd body system	A45	
Physical exam: "As Needed"; 3rd body system	A46	
Physical exam: "As Needed"; 4th body system	A47	
Physical exam: "As Needed"; 5th body system	A48	
Physical exam: "Complete"	A43	
Plank Test	W05	
PPD	I01	
PSA, total	A76	
Push-Ups	W04	
Quantiferon TB Gold In-Tube	I02	
Rabies antibody titer	I26	
Rabies vaccination (per dose)	I22	
Respirator Fit Testing	A102	
Rubella antibody titer (IGG)	I27	
Sacral-iliac x-ray, one view	A52	
Shoulder x-ray, three view	A54	
Signal Lights (Titmus SCI-1 slide)	A16	
Sleep Study (Polysomnography)	A96	
Spine x-ray, two view	A55	
Spirometry	A56	

**EXHIBIT B - PRICING SCHEDULE
B-1 - Clinic Services**

EXAMINATIONS	BILLING CODE	CLINIC COST
ADDITIONAL TESTING <i>(continued)</i>		
Strength and Flexibility Assessment	A84	
Supplemental Respirator History Questionnaire	A57	
Td Vaccination	I13	
Tdap Vaccination	I12	
Tramadol, urine	A90	
Treadmill testing for aerobic capacity (no EKG/ECG)	A94	
TSH	A62	
Urinalysis, complete	A63	
Valproic Acid, serum level	A66	
Varicella Immunization (per dose)	I23	
Varicella titer (IGG)	I28	
Vision recheck using Bailey-Lovie/ETDRS chart	A68	
Vision testing using near point card (OU)	A69	
Wrist x-ray (PA view only)	A86	
Zolpidem, urine	A100	

EXPERT WITNESS SERVICES	BILLING CODE	HOURLY CLINIC COST
Expert Witness Services (MRO & Certifying Scientist Testimony for Litigated Matters)	EW	

**EXHIBIT B - PRICING SCHEDULE
B-2 - Mobile Unit Services**

The table below provides fixed prices for the Contractor's provision of any and all on-going Mobile Unit Services set forth in the Master Agreement, including all administrative costs. Vendors offering Mobile Unit services must be able to complete, at a minimum, each examination identified below with an asterisk *.

EXAMINATIONS	BILLING CODE	MOBILE UNIT COST
PRE-PLACEMENT/POST-OFFER PACKAGES		
*Basic Examination	B	
*General Examination	G	
Safety Examination	S	
Commercial Driver License Medical Examination (Completed with General Exam)	AD	
Saturday Clinic Premium for Basic Examination	SB	
Saturday Clinic Premium for General Examination	SG	
Saturday Clinic Premium for Safety Examination	SS	

OME PACKAGES		
*Armed Reserve Pool (Probation Department)	E27	
*Asbestos	E09	
*Clandestine Laboratory Enforcement (Sheriff's Department)	E24	
*Commercial Driver License Medical Examination	D	
*Confined Space	E02	
*Crane Operator	E20	
*FBI Hazardous Devices School	E22	
*HAZMAT	E06	
*Hearing Conservation	E18	
*Lead	E11	
*Respirable Crystalline Silica	E31	
*Respiratory Protection	E05	
*Retirement Exemption for Safety Personnel	E26	
*SCUBA/Diving	E12	
*Tuberculosis Screening	I11	

FFL PACKAGES		
Fitness-for-Life (Core Wellness Package)	W01	
Combination FFL/OME Packages:		
Commercial Driver License Medical Examination (Completed on the Same Day as Full Medical Examination)	WD	
HAZMAT FFL (Completed on the Same Day as Full Medical Examination)	W06	
SCUBA/Diving FFL (Completed on the Same Day as Full Medical Examination)	W12	

**EXHIBIT B - PRICING SCHEDULE
B-2 - Mobile Unit Services**

EXAMINATIONS	BILLING CODE	MOBILE UNIT COST
ADDITIONAL TESTING		
Albuterol, serum level	A01	
Amitriptyline, urine	A74	
Ankle x-ray: 1 view with read	A30	
Audiometry (500 – 8000 Hz)	A02	
Body Fat (day of medical appointment)	A06	
Body Fat with Ht/Wt (recheck)	A07	
Benzodiazepine, urine	A19	
Blood chemistry panel	A03	
Blood Count, complete with differential	A04	
Blood Pressure & Pulse (recheck on different day)	A05	
Bone Density Scan (DEXA)	A79	
Butalbital, urine	A91	
Carbamazepine, serum level (Total)	A08	
Cardiac Stress Test (CST)	A09	
Carisoprodol, urine	A92	
Cervical x-ray, four view	A10	
Chest x-ray, one view	A11	
Chest x-ray, one view with B read	A72	
Chest x-ray, three view with B read	A12	
Chest x-ray, two view	A73	
Combined CST/ECT	A17	
Coronary Calcium Study	A80	
County-Mandated 5-Substance Panel	A65	
Curl-Ups	W03	
Cyclobenzaprine, urine	A93	
Drug Test of Split Specimen	A15	
Echocardiogram	A101	
Electrocardiogram (EKG/ECG) with Cardiologist overread when needed	A23	
Exercise Challenge Testing (ECT)	A24	
Flu (seasonal) Vaccination	I14	
Glucose, blood	A25	
Hand x-ray, one view	A33	
HDL	A27	
HemmoCult slide	A83	
Hemoglobin A1c	A29	
Hepatitis A vaccination (per dose)	I07	
Hepatitis B antibody titer	I09	
Hepatitis B surface antigen	A31	
Hepatitis B vaccination (per dose)	I04	
Hip x-ray, one view	A85	
HRR Standard Pseudoisochromatic Color Vision Test	A61	
Hydrocodone, serum level	A32	

**EXHIBIT B - PRICING SCHEDULE
B-2 - Mobile Unit Services**

EXAMINATIONS	BILLING CODE	MOBILE UNIT COST
ADDITIONAL TESTING <i>(continued)</i>		
Hydrocodone, urine	A87	
Jamar dynamometer	A34	
Knee x-ray, two view	A35	
Levetiracetam (Keppra), serum level	A18	
Lipid Panel	A14	
Lithium, serum level	A36	
Lumbar x-ray, three view	A98	
Lumbar x-ray, two view	A37	
Mammogram	A77	
Measles antibody titer (IGG)	I24	
Measurement of neck circumference	A95	
Methadone, urine	A99	
MMR Immunization	I21	
Mumps antibody titer (IGG)	I25	
Oxycodone, urine	A89	
Phenytoin, serum level	A42	
Physical exam: "As Needed"; 1st body system	A44	
Physical exam: "As Needed"; 2nd body system	A45	
Physical exam: "As Needed"; 3rd body system	A46	
Physical exam: "As Needed"; 4th body system	A47	
Physical exam: "As Needed"; 5th body system	A48	
Physical exam: "Complete"	A43	
Plank Test	W05	
PPD	I01	
PSA, total	A76	
Push-Ups	W04	
Quantiferon TB Gold In-Tube	I02	
Rabies antibody titer	I26	
Rabies vaccination (per dose)	I22	
Respirator Fit Testing	A102	
Rubella antibody titer (IGG)	I27	
Sacral-iliac x-ray, one view	A52	
Shoulder x-ray, three view	A54	
Signal Lights (Titmus SCI-1 slide)	A16	
Sleep Study (Polysomnography)	A96	
Spine x-ray, two view	A55	
Spirometry	A56	
Strength and Flexibility Assessment	A84	
Supplemental Respirator History Questionnaire	A57	
Td Vaccination	I13	
Tdap Vaccination	I12	
Tramadol, urine	A90	
Treadmill testing for aerobic capacity (no EKG/ECG)	A94	

**EXHIBIT B - PRICING SCHEDULE
B-2 - Mobile Unit Services**

EXAMINATIONS	BILLING CODE	MOBILE UNIT COST
ADDITIONAL TESTING <i>(continued)</i>		
TSH	A62	
Urinalysis, complete	A63	
Valproic Acid, serum level	A66	
Varicella Immunization (per dose)	I23	
Varicella titer (IGG)	I28	
Vision recheck using Bailey-Lovie/ETDRS chart	A68	
Vision testing using near point card (OU)	A69	
Wrist x-ray (PA view only)	A86	
Zolpidem, urine	A100	

EXHIBIT C

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Dr. Sepideh Souris
Title: Senior Human Resources Manager
Address: 510 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Telephone: (213) 433-7222
Facsimile: N/A
E-Mail Address: ssouris@hr.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Narek Artonian
Title: Principal Analyst
Address: 500 W. Temple Street, 5th Floor, Room 588
Los Angeles, CA 90012
Telephone: (213) 866-5871
Facsimile: N/A
E-Mail Address: nartonian@hr.lacounty.gov

COUNTY PROJECT SENIOR PHYSICIANS:

Name: Dr. Kenichi Carrigan
Title: Senior Physician, Preventative Medicine
Address: 510 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Telephone: 213-433-7209
Facsimile: N/A
E-Mail Address: kcarrigan@hr.lacounty.gov

Name: Dr. Steve Shvartsblat
Title: Senior Physician, Preventative Medicine
Address: 510 S. Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Telephone: 213-433-7221
Facsimile: N/A
E-Mail Address: sshvartsblat@hr.lacounty.gov

EXHIBIT D

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT E

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EXHIBIT F

SAMPLE WORK ORDER

SAMPLE WORK ORDER**COUNTY OF LOS ANGELES**

Department of Human Resources | Occupational Health Programs
 Pre-Employment/Post-Offer Medical Examinations
 Phone: 213-433-7201 | Email: ohp@hr.lacounty.gov

**WORK ORDER
 PRE-EMPLOYMENT /POST-OFFER
 MEDICAL EXAMINATION**

Applicant Information	
Last Name	
First Name	
Last 4 Digits of Social Security Number	
Date of Birth	
Department Information	
Department Name & Number	
Applicant's Job Title	
Item Number	
Work Order Date	
Person Completing Work Order	
Phone Number & Email Address	
Appointment Information	
Appointment Date and Time	
Occupational Health Clinic Name	
Clinic Address	
Clinic Phone Number	

Occupational Health Medical Examination Services Master Agreement

***Completed Work Orders must be emailed to the Clinic,
 copy the Department and OHP.***

EXHIBIT G

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION

CERTIFICATIONS

This certification is to be executed and returned to County with Contractor's executed Master Agreement. Work cannot begin until County receives this executed document.

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT CONTRACTS

G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

County Master Agreement No. _____

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 the Contractor for the individual(s) named below for the entire time period covered by the Master Agreement.

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

OCCUPATIONAL HEALTH MEDICAL EXAMINATION SERVICES
MASTER AGREEMENT

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTOR NAME

County Master Agreement No. _____

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.”

The 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 Master Agreement 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 Master Agreement. Work cannot begin until County receives this executed document.)

Contractor Name _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of 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: _____

EXHIBIT H

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

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 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 Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **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 Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

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

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such 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. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

toll-free telephone number, an e-mail address, Web site, or postal address.

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

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

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

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

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

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

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

19. AUDIT, INSPECTION, AND EXAMINATION

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

20. MISCELLANEOUS PROVISIONS

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

EXHIBIT I

CHARITABLE CONTRIBUTIONS CERTIFICATION

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)

EXHIBIT J

**INFORMATION SECURITY AND PRIVACY
REQUIREMENTS**

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Master Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Master Agreement”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Master Agreement by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and

- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Master Agreement, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Master Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Master Agreement and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, the Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in the Master Agreement, Paragraph 7.5 (Background and Security Investigations).

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Master Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Master Agreement prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Master Agreement; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Master Agreement or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;

- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Argad Markarian
Acting Departmental Information Security Officer
510 S. Vermont Avenue
Los Angeles, CA 90020
(213) 359-6647
amarkarian@hr.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Master Agreement and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report,

certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Master Agreement.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

See the Master Agreement at Sub-paragraph 8.24.4 (Unique Insurance Coverage), Cyber Liability Insurance.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;

- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS) (if applicable)

- a. **License:** Subject to the terms and conditions set forth in this Master Agreement, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Master Agreement to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Master Agreement.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Master Agreement and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Master Agreement and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Master Agreement, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Master Agreement term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Master Agreement for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Master Agreement, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Master Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Master Agreement, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

EXHIBIT K

CLINIC INVOICE

EXHIBIT L

CONTRACTOR'S LIST OF SUBCONTRACTORS

CONTRACTOR'S LIST OF SUBCONTRACTORS

Clinic Name: _____ Clinic Location: _____

Proposed Subcontractor	
Business Name:	
Proposed Services for County Contract:	
Business Address:	
Years in Business:	
Number of Years Associated with Contractor:	
Name of Company Representative:	
Representative's Phone Number:	
Representative's E-mail:	

Proposed Subcontractor	
Physician Name and License Number:	
Board-Certification (if any):	
Proposed Services for County Contract:	
Business Name:	
Business Address:	
Business Phone Number:	
Business E-mail:	
Years in Business:	
Adverse License Activity or Malpractice Awards (Last 5 Years):	
Number of Years Associated with Contractor:	

EXHIBIT M

LIST OF AUTHORIZED CONTRACTOR CLINICS

LIST OF AUTHORIZED CONTRACTOR CLINICS

1. Clinic Name: _____

Address: _____

2. Clinic Name: _____

Address: _____

3. Clinic Name: _____

Address: _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	5/21/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Military and Veterans Affairs (MVA)	
SUBJECT	Approval to utilize funds from the County's Information Technology Infrastructure Fund for the acquisition and implementation of the Veteran Customer Experience Solution and an Appropriation Adjustment for Fiscal Year 2023-24	
PROGRAM	Veteran Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$102,000	Funding source: Information Technology Infrastructure Fund
	TERMS (if applicable):	
	Explanation: N/A	
PURPOSE OF REQUEST	Requesting Board approval for an appropriation adjustment to reallocate funding to the MVA to procure and implement the Veteran Customer Experience Solution that aligns department services with veterans' perspectives and needs.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Approval of the recommended action will enable MVA to procure and implement the Veteran Customer Experience Solution to automate and streamline its client registration process and capture and analyze client feedback to identify insights that will improve the MVA's client experience, identify needed services, and increase funding and overall support provided to our veteran community.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The recommend action supports the County Strategic Plan, North Star 2, Focus Area Goal F: Community Connections, and North Star 3, Focus Area Goal E: Data-Driven Decision Making.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Zuleyda Santana, Acting Chief Deputy Director, (213) 765-9225, zsantana@mva.lacounty.gov	



COUNTY OF LOS ANGELES
MILITARY AND VETERANS AFFAIRS
1816 S. Figueroa Street
Los Angeles, California 90015
mva.lacounty.gov



Jim Zenner
Director

May 21, 2024

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

Dear Supervisors:

**APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND FOR
THE ACQUISITION AND IMPLEMENTATION OF THE
VETERAN CUSTOMER EXPERIENCE SOLUTION AND
AN APPROPRIATION ADJUSTMENT FOR
FISCAL YEAR 2023-24
(ALL SUPERVISORIAL DISTRICTS) (4 - VOTES)**

CIO RECOMMENDATION: APPROVED [X]

SUBJECT

The Department of Military and Veterans Affairs (MVA) is requesting Board of Supervisors' (Board) approval to utilize \$102,000 in one-time funding from the County's Information Technology Infrastructure Fund for the Department's implementation of a comprehensive Veteran Customer Experience Solution.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Fiscal Year 2023-24 appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$102,000 from Services and Supplies to Other Financing Uses and to increase the Department's Other Charges Budget to procure and implement the Veteran Customer Experience Solution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County boasts one of the nation's most significant concentrations of veterans. Annually, more than 11,000 veterans and their families visit the MVA at the Bob Hope Patriotic Hall (BHPH) for assistance with state and federal service-related benefits, and support services provided through valued partners located within BHPH.

The existing system for registering clients in the lobby is a fully manual outdated process. Clients must manually sign in on paper, specify the services they require, which range from veteran benefits to mental health services. Following their visit, clients are encouraged to rate their satisfaction with the services rendered. While this data provides some insight into the types of services and volume utilized by veterans and their families, it falls short in identifying service gaps and assessing service effectiveness.

To overcome this operational challenge, the MVA is seeking to acquire, configure, and implement the Veterans Customer Experience Solution. This digital transformation aims to streamline the MVA's registration process, enabling the department to capture and analyze client feedback to identify insights that will improve the MVA's client experience and provide a more comprehensive understanding of the services needed by our veteran community.

Furthermore, MVA plans to leverage the Veteran Customer Experience Solution to capture and analyze the data for a comprehensive longitudinal study funded through a grant from the County's Quality and Productivity Commission. The goal of the study is to evaluate the beneficial effects of the MVA's County Veteran Service Officers (CVSOs), who help veterans and their families navigate benefits and maintain access to critical services. The study results will be used to identify service improvements and to inform state policy decisions on increased funding for CVSO services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports County Strategic Plan North Star 2, Focus Area Goal F: Community Connections; and County Strategic Plan North Star 3, Focus Area Goal E: Data-Driven Decision Making.

FISCAL IMPACT/FINANCING

The Information Technology Infrastructure Fund, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

The ITIB approved the use of \$102,000 in one-time funding from the County's Information Technology Infrastructure Fund. The funding will be used to acquire, configure, and implement the Veterans Customer Experience Solution.

Approval of the recommended appropriation adjustment (attached) in the Information Technology Infrastructure Fund will reallocate \$102,000 from Services and Supplies to Other Financing Uses and will increase the Department's Other Charges Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions related to this recommended action.

The software and professional services required to implement the Veterans Customer Experience Solution will be procured through the Internal Services Department as the County's Purchasing Agent.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter", the Office of the Chief Information Office reviewed this request and recommends approval. No formal CIO Analysis is required because the CIO reviewed and approved the business case for this project. The County's ITIB reviewed the Information Technology Infrastructure Fund request on March 22, 2024, and approved it on March 26, 2024.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer of the Board to return two (2) approved copies of this adopted action to:

Department of Military and Veteran Affairs of Los Angeles County
Zuleyda Santana, Acting Chief Deputy Director
1816 S. Figueroa Street
Los Angeles, CA 90015

The Department's contact may be reached at zsantana@mva.lacounty.gov or (213) 765-9225.

Reviewed by:

JIM ZENNER
Director

PETER LOO
Acting Chief Information Officer

JZ:ZS:jd

Attachment

c: Chief Executive Office
Chief Information Office
County Counsel

Executive Office

DRAFT

May 21, 2024

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE
FY 2023-24
4 - VOTES**

SOURCES

USES

INFORMATION TECHNOLOGY INFRASTRUCTURE FUND
B16-AO-2000-40033
SERVICES & SUPPLIES
DECREASE APPROPRIATION

102,000

INFORMATION TECHNOLOGY INFRASTRUCTURE FUND
B16-AO-6100-40033
OTHER FINANCING USES
INCREASE APPROPRIATION

102,000

MILITARY AND VETERANS AFFAIRS
A01-MV-96-9911-26500
OPERATING TRANSFERS IN
INCREASE REVENUE

102,000

MILITARY AND VETERANS AFFAIRS
A01-MV-5500-26500
OTHER CHARGES
INCREASE APPROPRIATION

102,000

SOURCES TOTAL \$ 204,000

USES TOTAL \$ 204,000

JUSTIFICATION

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$102,000 from Services and Supplies to Other Financing Uses, and to increase the Military & Veteran Affairs Other Charges appropriation in the amount of \$102,000 to implement a comprehensive Veteran Customer Experience Solution.

Albert Navas Digitally signed by Albert Navas
Date: 2024.04.15 18:03:07 -07'00'

AUTHORIZED SIGNATURE

ALBERT NAVAS, PRINCIPAL ANALYST CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY Andrea Turner
Digitally signed by Andrea Turner
Date: 2024.04.26 16:28:46 -07'00'

B.A. NO. 225

DATE 4/26/24

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

DATE _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024		
BOARD MEETING DATE	5/21/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Auditor-Controller		
SUBJECT	Temporary Borrowing Letter		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Approval needed by June 30, 2024		
COST & FUNDING	Total cost:	Funding source:	
	\$ N/A		
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	Temporary Borrowing from the County Treasury Pool – Annual Letter		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>This letter seeks Board authorization to permit temporary borrowing from the County Treasury Pool. This is an annual item that appears on the agenda and it is designed to assist special districts and other entities that may experience temporary cash shortages prior to their receipt of property taxes and other revenues. These provisions only apply to agencies that maintain money in the County Treasury.</p> <p>In recent years, very few agencies have needed to rely on this authority. However, the funds which rely heavily on Property and Voter Approved Taxes have previously experienced temporary cash deficit which have been alleviated by the Board's adoption of the Resolution.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Connie Yee, Chief Deputy, Auditor-Controller, 213-974-0729, cye@auditor.lacounty.gov		



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

OSCAR VALDEZ
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

MAJIDA ADNAN
ROBERT G. CAMPBELL

May 21, 2024

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:

**REQUEST FOR TEMPORARY TRANSFERS FROM AVAILABLE
FUNDS TO MEET FINANCIAL OBLIGATIONS
ALL DISTRICTS
(3-VOTES)**

SUBJECT

This letter requests the Board of Supervisors to authorize temporary transfers of available funds to meet the financial obligations of special districts and other entities, which will occur between July 1, 2024, and April 28, 2025.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution authorizing temporary transfers from available funds to meet financial obligations which will occur between July 1, 2024, and April 28, 2025.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Various public entities maintain funds on deposit with the County Treasurer and Tax Collector (Treasurer) throughout the fiscal year. The attached annual resolution authorizes the Treasurer, as directed by the Auditor-Controller, to make temporary cash transfers to the various entities in the event of a cash deficiency. Such transfers shall not exceed 85% of the anticipated revenues accruing to each public entity and are only available, by law, from July 1, 2024, through the last Monday in April, which is April 28, 2025.

Both the California Constitution (the "Constitution") and the California Government Code, at Article XVI, Section 6, and Sections 23010 and 53850 *et seq.* (the "Code"), respectively, allow for the proposed actions. The attached resolution renews the authorization that was in effect for

Fiscal Year 2023-24 and provides a cash flow option for the eligible public entities that maintain funds on deposit with the Treasurer.

Implementation of Strategic Plan Goals

Approval of this action is consistent with the Strategic Plan North Star III.G – Realize Tomorrow’s Government Today, Internal Controls and Processes.

FISCAL IMPACT/FINANCING

Approval of the resolution will enable the various entities to meet their respective cash flow needs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The resolution is required to be renewed each year and has been approved as to form by County Counsel. The resolution authorizes transfers which are permitted under the Constitution and the Code for the period herein specified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Please return two adopted copies of the Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller’s Executive Office.

Respectfully submitted,

OSCAR VALDEZ
Auditor-Controller

OV:CY:RA:EW:JS:dy
H:\ACFR\Temporary Borrowing\FY 2024\Temporary Borrowing Letter 2024.docx

Attachment

- c: Fesia A. Davenport, Chief Executive Officer
- Dawyn R. Harrison, County Counsel
- Elizabeth Buenrostro Ginsberg, Interim Treasurer and Tax Collector
- Jeff Levinson, Interim Executive Officer, Board of Supervisors
- Audit Committee
- Countywide Communications

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES PROVIDING
FOR THE TEMPORARY TRANSFER OF FUNDS TO
MEET FINANCIAL OBLIGATIONS OF SPECIAL
DISTRICTS AND OTHER ENTITIES**

WHEREAS, the 2024-25 anticipated revenues accruing to the General Fund of Los Angeles County, to the General Fund of the Los Angeles County Public Library, to the Special County Road Funds, to the General Funds of the various Special Districts under the control of the Board of Supervisors of Los Angeles County, to the General Fund of the Los Angeles County Flood Control District, and to the General Funds of school districts, other districts, and political subdivisions in the County (collectively, the "Public Entities"), will not become available until such revenues are collected; and

WHEREAS, the cash in the funds of these Public Entities, may be insufficient to meet their respective obligations that will be incurred between July 1, 2024 and the last Monday in April, which is April 28, 2025; and

WHEREAS, the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") intends to respond to any such cash insufficiency in the County's General Fund through intrafund transfers and the issuance and sale of Tax and Revenue Anticipation Notes, as authorized by Government Code Sections 23010 and 53850, *et seq.*; and

WHEREAS, the Board of Supervisors does not presently intend to make temporary transfers of funds to the County's General Fund as authorized by Article

XVI, Section 6 of the California Constitution (the "Constitution"), but nonetheless desires to provide for such eventuality should it become necessary;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Los Angeles as follows:

Section 1. The Board of Supervisors, hereby authorizes and directs the Treasurer and Tax Collector of the County of Los Angeles (the "Treasurer"), to make temporary transfers of funds between July 1, 2024 and the last Monday in April, which is April 28, 2025, from available funds in the Treasurer's custody to the General Fund of the Public Entities, in such amounts appropriately directed by the Auditor-Controller of Los Angeles County, in accordance with the provisions contained in the Constitution.

Such temporary transfer of funds shall not exceed 85% of the anticipated revenues accruing to each such Public Entity and shall be replaced from revenues first accruing to each such Public Entity before any other obligations of said Public Entity are met from such revenues.

The foregoing resolution was on the ____ day of _____, 2024 adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JEFF LEVINSON
Interim Executive Officer-Clerk
of the Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By 
MICHAEL BUENNAGEL
Senior Deputy County Counsel

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024		
BOARD MEETING DATE	5/21/2024		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Auditor-Controller		
SUBJECT	To Award a Contract for the Annual County Financial Audit. The CPA firm will complete the Annual Comprehensive Annual Financial Report (ACFR), Single Audit, GANN, and Local Transportation Fund audits.		
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost:	\$ 7,168,256	Funding source:
			Nondepartmental Special Accounts budget
	TERMS (if applicable):		
	Three-year term beginning with the audit of the Fiscal Year (FY) 2023-24 Financial Statements with the option for 2 additional one-year terms with an end date of FY 2028-29.		
	Explanation:		
PURPOSE OF REQUEST	Recommendation to award a contract for the annual County financial audit.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The solicitation process takes place every 5 years. We sent invitations to 117 accounting firms. We received three proposals by the submission deadline. Representatives from DHS, DPW, and A-C evaluated the three proposals. Macias Gini O'Connell LLP was determined to be the highest ranked firm to provide the required services.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Connie Yee, Chief Deputy Auditor-Controller, 213-974-0729, cjee@auditor.lacounty.gov		



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

OSCAR VALDEZ
AUDITOR-CONTROLLER

CONNIE YEE
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN
ROBERT G. CAMPBELL

May 21, 2024

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:

**RECOMMENDATION TO AWARD A CONTRACT
FOR THE ANNUAL COUNTY FINANCIAL AUDIT
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Approval of the recommended actions will award a contract for the annual County financial audit for an initial three-year term and delegate authority to the Auditor-Controller to exercise the County's option to extend the contract term for up to two additional one-year terms for a potential total contract term not to exceed five years, and to approve the contract firm's user complaint resolution procedures.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chair of the Board to sign a three-year agreement with Macias Gini & O'Connell LLP to perform annual audits of the County's financial statements and grants as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), effective upon Board approval. The contract sum for the initial three-year term is \$4,173,228.
2. Delegate authority to the Auditor-Controller to exercise the County's option to extend the contract term for up to two (2) additional one-year terms, for

a maximum total term of five (5) years. The maximum contract sum, inclusive of all option years, is \$7,168,256.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These actions will provide for continuation of annual audits of the County's financial statements and grants. California Government Code Sections 25250 and 25253 require the County issue an Annual Comprehensive Financial Report. Also, the County annually receives approximately \$4.1 billion in federal funding. To continue to receive this funding, Uniform Guidance requires the County to have an annual audit performed by an independent audit firm. In addition, the County needs audited financial statements to demonstrate to the investment community (and the public) the accuracy of the County's accounting records and to verify the financial condition of the County.

Implementation of Strategic Plan Goals

Approval of this action is consistent with the Strategic Plan North Star III.G – Realize Tomorrow's Government Today, Internal Controls and Processes.

FISCAL IMPACT/FINANCING

The proposed contract is for a three-year term starting with the 2023-2024 audit through 2026-2027 and provides the County options to renew the contract for two additional one-year terms through 2028-2029. The maximum contract cost for the initial year is \$1,349,749. Subsequent year's contract costs are \$1,391,026, \$1,432,453, \$1,475,505, and \$1,519,523, respectively. If approved, the options to renew would be exercised at the discretion of the Auditor-Controller.

Funds are available in the 2023-2024 Nondepartmental Special Accounts budget to finance the 2023-2024 audit. Ongoing yearly appropriations will be necessary to finance subsequent years' audit costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Annual Comprehensive Financial Report is mandated by Sections 25250 and 25253 of the Government Code of the State of California. Under Uniform Guidance, the County shall have a single audit of its federal expenditures. These mandates require that the County annually issue a report of its financial position and activity and a schedule a federal expenditures of federal awards, and that the reports be audited by an independent firm of certified public accountants.

CONTRACTING PROCESS

The Auditor-Controller sent invitations to bid to approximately 117 accounting firms and posted the solicitation information on the County of Los Angeles Online website. On January 29, 2024, the Request for Proposal (RFP) was released. Three proposals, from Crowe LLP, Eide Bailley, and Macias Gini & O'Connell LLP, were received by the March 6, 2024 submission deadline.

Representatives from the Department of Auditor-Controller, Department of Public Works, and Department of Health Services evaluated the three proposals. Macias Gini & O'Connell LLP was selected as the highest ranked firm to provide the required services. Although higher in cost, the Macias Gini & O'Connell LLP proposal is recommended as the most responsive and the best value for meeting the needs of the County's annual financial audit.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

We have negotiated the attached contract, which has been approved as to form by County Counsel.

Upon execution by your Honorable Board, please return two original copies of the contract to the Auditor-Controller's Executive Office.

Respectfully submitted,

OSCAR VALDEZ
Auditor-Controller

OV:CY:RA

H:\Special Funds\RFP ACFR\ACFR RFP 2024\Contract\Board Letter - Contract.docx

Attachment

c: Fesia A. Davenport, Chief Executive Officer
Jeff Levinson, Interim Executive Officer, Board of Supervisors
Dawyn R. Harrison, County Counsel



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MACIAS GINI & O'CONNELL LLP

FOR

ANNUAL FINANCIAL AUDITS

MAY 2024

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MACIAS GINI & O'CONNELL LLP
FOR
ANNUAL FINANCIAL AUDITS

This Contract ("Contract") made and entered into this 21st day of May 2024 by and between the County of Los Angeles, hereinafter referred to as County and MACIAS GINI & O'CONNELL LLP hereinafter referred to as "Contractor". Macias Gini & O'Connell LLP is located at 700 South Flower Street, Suite 800, Los Angeles, California 90017.

RECITALS

WHEREAS, the County may contract with private businesses for Annual Financial Audits when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing financial audit services; and

WHEREAS, the County desires to have its annual financial statements audited by an independent accounting firm to provide verified information to various interested parties; and

WHEREAS, the County is required to have a single organization-wide audit performed of all its federal grants in accordance with the Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance); and

WHEREAS, the County desires to have its GANN and California Local Transportation Fund audited by an independent accounting firm to provide verified information to various interested parties; and

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

1 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments (See Appendix B and C for this RFP)
- Exhibit B Pricing Schedule (Not attached to sample)
- Exhibit C Contractor’s Proposed Schedule
- Exhibit D County’s Administration
- Exhibit E Contractor’s Administration

Forms Required at the Time of Contract Execution

- Exhibit F Contractor Acknowledgment and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law

Unique Exhibits

- Exhibit H Intentionally Omitted
- Exhibit I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Exhibit J Intentionally Omitted
- Exhibit K Information Security and Privacy Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.

- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Auditor-Controller, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
 - 2.1.13 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
 - 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this contract.
 - 2.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to

Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

- 2.1.16 Local Office:** Local office is defined as an office in Los Angeles County or in a neighboring County which includes Kern County, Ventura County, San Bernardino County, Riverside County and Orange County.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the County's Contract Administrator.

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 contract term extension option.

- 4.3** The Contractor must notify the Department of Auditor-Controller when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the Department of Auditor-Controller at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

Contractor shall bill the County for services as described in the Statement of Work Exhibit A according to the Pricing Schedule Exhibit B. The cost to the County for the audits and related services as described in the Statement of Work Exhibit A may not exceed the amount(s) indicated in the Pricing Schedule Exhibit B. If the Contractor's actual billings for any fiscal year exceed the maximum cost as defined

in Pricing Schedule Exhibit B, the Contractor must nevertheless complete the work at no additional charge to the County.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to the Department of Auditor at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the

County does not approve work in writing no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Rachelle Anema
Division Chief, Accounting Division
500 West Temple Street, Room 603
Los Angeles, CA 90012

5.5.5 County Approval of Invoices

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

5.5.6.1 The County will withhold 10% of billings until delivery of all reports listed in *Exhibit A -Statement of Work*.

5.5.6 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

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

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

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all

of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

6.5 Furnished Items

The County Project Manager will arrange for reasonable office space, desks, tables, chairs, and phones to the extent Contractor necessarily performs services on County premises. Parking in the Civic Center area must be arranged for and separately paid by Contractor staff. Contractor staff will be afforded access to County's parking facilities in other locations without charge to the extent reasonably feasible.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Project Manager

7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

7.3.1 Contractor shall assign a sufficient number of employees to perform the required work.

7.3.2 Contractor shall offer qualified personnel to satisfy County stated deliverable requirements as set forth in the contract.

7.3.3 Contractor shall not replace or remove, without the prior written permission of the County Project Manager or his designee, project personnel who have been approved by County, except for serious illness, death, employment termination, and other like causes beyond Contractor's control.

7.3.4 In those cases where reassignment is requested by an employee of Contractor, Contractor shall furnish County with written notice of any such request for reassignment and shall not make such assignment without the written approval of the County Project Manager or designee.

7.3.5 In the event of termination of employment by an employee of Contractor for any reason, Contractor shall provide County with as much advance

notice as is reasonably possible. Contractor must use its best efforts to replace reassigned or terminated employees within five (5) business days of such reassignment or termination.

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

7.4 Contractor's Staff Identification

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

- 7.4.1 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 by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

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

- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract.

Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 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.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

7.7 Materials and Equipment

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

7.8 Training

Contractor shall provide appropriate training programs for the staff identified for participation in the engagement, with particular reference to governmental accounting and auditing, governmental practices and procedures, and governmental affairs.

7.9 Contractor’s Office

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business and have available staff, including the project manager, in a local office with requisite qualifications and experience in the areas of specialization and expertise required to complete the engagement. Local office is defined in Paragraph 2.1.16. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and the Board of Supervisors.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. 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 changes, an Amendment to the Contract must be prepared and executed by the Contractor and by County’s Contract Administrator.

8.1.3 The Auditor-Controller or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to

the Contract must be prepared and executed by the Contractor and by the County's Contract Administrator.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For the purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will 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 Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors 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 reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal

year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within thirty (30) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by 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 Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the

County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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 Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified,

permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 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 contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a

contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the

Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to 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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

8.14.2 As required by the County’s Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor’s duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County’s Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 Employment Eligibility Verification

8.17.1 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 Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and

regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will 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 Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 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.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor from liabilities which may arise from or relate to this Contract.

8.24.2 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (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 must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions

exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

County of Los Angeles
Oscar Valdez
Department of Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 525
Los Angeles, CA 90012

- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. 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.

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 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 Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each

subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 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.

8.24.13 Separation of Insureds

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

8.24.14 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 must be designated as an Additional Covered Party under any approved program.

8.24.15 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.

8.25 Insurance Coverage

8.25.1 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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not

less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Intentionally Omitted

8.25.4.6 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Intentionally Omitted

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, 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.

8.28.2 Contractor certifies to the County each of the following:

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

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 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.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the

County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract 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 will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Auditor-Controller or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, 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

G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Auditor-Controller, or his/her designee) will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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 a proposal 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.

8.37 Publicity

8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 must 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 Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 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 Contract.

8.40 Subcontracting

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the Subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3** The Contractor must 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.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

Oscar Valdez
Department of Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 525
Los Angeles, CA 90012

8.41 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 Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this

Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as

determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's

Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

8.51 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 contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 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 Paragraph 8.51 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

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

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

Disqualification of any member of Contractor’s staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from

discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

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

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

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

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

9.2 Ownership of Materials, Software and Copyright

- 9.2.1** 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 the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The 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 the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1** The 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 the Contractor's

work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.3.2 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, the 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.

9.3.3 The 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 the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.6.2 The Contractor will 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.

9.6.3 The Contractor will 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.

9.6.4 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 contract to which it would not otherwise have been entitled, will:

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

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.7 Social Enterprise (SE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

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

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

9.7.4 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 contract to which it would not otherwise have been entitled, Contractor will:

- 9.7.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.7.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

9.7.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

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

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

9.8.4 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 contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- 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 of the amount of the contract; and
- 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 contract, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

10 Survival

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

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6 (Compliance with Applicable Law)

Paragraph 8.9 (Conflict of Interest)

Paragraph 8.12 (Contractor Responsibility and Debarment)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.36 (Public Records Act)

Paragraph 8.37 (Publicity)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Macias Gini & O’Connell LLP

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Jeff Levinson, Interim Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

APPENDIX A

STATEMENT OF WORK

APPENDIX A
STATEMENT OF WORK
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ANNUAL FINANCIAL AUDITS

EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 General Information and Background

A REQUEST FOR PROPOSALS (hereafter sometimes referred to as "RFP") by the COUNTY OF LOS ANGELES (hereafter "COUNTY") is inviting Independent Auditors to submit proposals to conduct annual audits of its basic financial statements and Schedule of Expenditures of Federal Awards (hereafter "Annual Financial Audits"). The audits must be performed in accordance with generally accepted auditing standards, generally accepted governmental auditing standards, and meet the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The COUNTY is seeking a proposal for the three fiscal years ending June 30, 2024, 2025, and 2026.

The COUNTY is an extremely large and complex governmental entity. The COUNTY'S population is over 9 million and is larger than 41 of the states in the U.S. The COUNTY'S 2023-2024 Budget exceeds \$43.3 billion, and the number of employees exceeds 114,000.

As required under the COUNTY'S charter, COUNTY ordinances or by State and federal mandates, the COUNTY'S principal functions include the following major areas: general government, public protection, public ways and facilities, health and sanitation (including hospitals), public assistance, and recreation and cultural services. The following are certain statistics regarding the COUNTY'S financial statements.

- The COUNTY maintains its centralized accounting records on the electronic County-wide Accounting and Purchasing System (eCAPS). In addition, there are various other automated systems utilized to generate transactions and interface with eCAPS. The audit firm will be given limited access to eCAPS.
- The centralized accounting system maintains records for over 2,800 individual funds. The supporting documentation is maintained at the 38 various County departments. It will be necessary to contact and coordinate with the departments to perform the audit procedures. For financial statement purposes, they are summarized and condensed into the following:

<u>Fund Type</u>	<u>Number</u>
Major Governmental Funds:	
General Fund	1
Fire Protection District	1
Flood Control District	1
LA County Library	1
Regional Park and Open Space District	1
Mental Health Services Act	1
Nonmajor Governmental Funds:	
Special Revenue	16
Debt Service	2
Capital Projects	4
Permanent Funds	2
Major Enterprise Funds:	
Harbor-UCLA Medical Center	1
Olive-View-UCLA Medical Center	1
Los Angeles General Medical Center	1
Rancho Los Amigos National Rehab Center	1
Waterworks	1
Nonmajor Enterprise Funds - Aviation	1
Internal Service Funds	2
Fiduciary Funds	6
Discretely Presented Component Units	2

- As of June 30, 2023, total assets for governmental and business-type activities were approximately \$50.4 billion, of which capital assets represented \$23.1 billion of the total. Liabilities associated with the same activities were approximately \$62.4 billion. Deferred inflows of resources were approximately \$12.3 billion and deferred outflows of resources were approximately \$12.5 billion. Total net position was (\$11.8) billion.

- As of June 30, 2023, the net deficit for governmental and business type-activities was approximately \$11.0 billion and \$816 million, respectively.

- For Fiscal Year 2022-2023, governmental and business type-activities expenses were approximately \$36.6 billion and revenues were approximately \$35.3 billion.

- The COUNTY is generally self-insured. At June 30, 2023, workers' compensation liabilities were approximately \$3.5 billion and litigation and other self-insurance liabilities were approximately \$3.8 billion.

- The Schedule of Expenditures of Federal Awards for Fiscal Year 2021-2022 reported expenditures of \$4.3 billion and included 15 major programs.
- The COUNTY'S financial statements include blended component units as listed below. Details are included in Appendix C, Exhibit 4.

Fire Protection District	Los Angeles County Capital Asset Leasing Corporation (a Not-for-Profit Corporation)
Flood Control District	Los Angeles County Employees Retirement Association (LACERA)
Garbage Disposal Districts	Various Joint Powers Authorities (JPAs)
Improvement Districts	Los Angeles County Securitization Corporation (LACSC)
Regional Park and Open Space District	Los Angeles County Facilities Inc. (LACF)
Sewer Maintenance Districts	
Street Lighting Districts	
Waterworks Districts	

- LACERA is included as a fiduciary component unit because its operations are dependent upon County funding and because its operations, almost exclusively, benefit the County. LACERA issues a stand-alone financial report, which is not included as part of this RFP.
- The COUNTY'S financial statements include two discretely presented component units, the Los Angeles Community Development Authority (LACDA) (<https://www.lacda.org/>) and First 5 LA (<https://www.first5la.org/>).
- The COUNTY'S Annual Comprehensive Financial Reports for the last twenty three (23) fiscal years are available for review on the internet at [Annual Comprehensive Financial Report – Auditor-Controller \(lacounty.gov\)](#).

The COUNTY closes its budgetary records during the latter part of August. Numerous adjusting entries are required to prepare the financial statements in accordance with generally accepted accounting principles. In addition, certain major entities, such as the LACDA, LACERA, and First 5 LA, have independent accounting systems, and their financial statements are audited by other auditors. In addition to those entities, the County's Treasury Pool, maintained by the Treasurer and Tax Collector, is independently audited each year. These other audited statements must be incorporated into the COUNTY'S financial statements.

The COUNTY'S financial statements and related footnotes are normally completed during November and are generally prepared by COUNTY staff. The COUNTY has been awarded the Governmental Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the past 40 fiscal years.

2.0 SCOPE OF WORK

All audits will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations.

2.1 INDEPENDENT AUDITOR'S REPORT

The Independent Auditor's Report is to be prepared in accordance with generally accepted auditing standards and generally accepted governmental auditing standards and meet the requirements of Uniform Guidance. The report is to be addressed to the COUNTY Board of Supervisors. One camera ready copy and a PDF file of the independent auditor's report on the basic financial statements shall be provided for inclusion in the COUNTY'S financial statements.

The Independent Auditor will perform an examination of the basic financial statements of the COUNTY for each of the three fiscal years in the period ending June 30, 2024, 2025, 2026, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States with the objectives of expressing an opinion on the financial statements.

The examination will include the blended component units, which are required to be included in the COUNTY'S financial statements, in accordance with Governmental Accounting Standards Board (GASB) requirements. A separate scope audit of each blended component unit is not required. LACERA, LACDA, and First 5 LA have been audited by others in prior years. This proposal assumes these latter entities will continue to be audited by other independent auditors during each of the three years. This examination will also include the COUNTY'S treasury pool. The County's treasury pool has been audited by other independent auditors in prior years. This proposal will also assume that the County's treasury pool will continue to be separately audited by other independent auditors during each of the three years.

The Independent Auditor is also expected to assist the COUNTY, as necessary, to meet the requirements of the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program.

2.2 SINGLE AUDIT

The examination will comply with the requirements of Uniform Guidance, relating to the Federal assistance programs for which the COUNTY is the primary recipient. The Federal assistance grants of LACDA and First 5 LA are audited by other independent auditors and are specifically excluded from the Single Audit for Los Angeles County.

The Independent Auditor will perform an examination of the Schedule of Expenditures of Federal Awards of the COUNTY for each of the three fiscal years in the period ending June 30, 2024, 2025 and 2026, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States with the objectives of expressing an opinion on the Schedule of Expenditures of Federal Awards, and issuing a report on internal controls and a report on compliance.

The Independent Auditor will coordinate and assist the COUNTY to complete the required Federal Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations. This form is required to be completed per Uniform Guidance and must be submitted electronically.

The successful bidder will coordinate the planning and development of testing methods with the COUNTY'S cognizant agency, the California State Controller's office, to ensure the examination satisfies the requirements of Uniform Guidance. Examination of secondary recipients is specifically excluded from this Request for Proposal. The most recent Single Audit Reports can be found at:

<http://auditor.lacounty.gov/single-audit-reports/>

The Independent Auditor is also required to furnish thirty (30) copies and a PDF file of the single audit report, including the Schedule of Expenditures of Federal Awards. The Independent Auditor will coordinate specific format and content requirements for the single audit reports with the COUNTY'S cognizant agency, the California State Controller.

2.3 ASSISTANCE TO RESPOND TO STATE AND FEDERAL INQUIRIES

The contract firm will assist the COUNTY in responding to inquiries from State and federal agencies on issues relating to the audit. In addition, to satisfy State and federal cost allocation requirements, the contract firm will make available to the COUNTY labor hour details from the firm's time records that indicate the number of actual hours for each COUNTY department audited in the examination of the Schedule of Expenditures of Federal Awards.

2.4 COUNTY'S GANN REPORT

In conjunction with the audit, the CONTRACTOR will be required to perform certain agreed upon procedures to test the accuracy of the COUNTY'S GANN limit calculations and issue a special report for Article XIIIB Appropriations Limitation Verification for each of the fiscal years in the periods ending June 30, 2024, 2025, and 2026. The special report shall be addressed to the COUNTY Board of Supervisors. Fifteen (15) copies and a PDF version of the report shall be provided.

Agreed-upon procedures to the Appropriations Limit Worksheet for the County of Los Angeles, California (County):

- A. The auditors will obtain the County's Appropriations Worksheet for the current year end and determine that the appropriations limit and annual adjustment factors were adopted by resolution of the Board of Supervisors. The auditors will also determine that the population and inflation options used by the County were selected by a recorded vote of the Board of Supervisors.
- B. For the current Appropriations Limit Worksheet, the auditors will add the previous year's Appropriation Limit to the total adjustments and agree the resulting amounts to the previous year's Adjusted Appropriations Limit. Additionally, the auditors will multiply the previous year's Adjusted Appropriations Limit by the adjustment factors and agree the resulting amounts to the current Adjusted Appropriations Limit.
- C. The auditors will agree the current year information presented in the Appropriations Limit Worksheet to the supporting worksheets designed and prepared by the County.
- D. The auditors will compare the prior year Appropriations Limit presented in the Appropriations Limit Worksheet to the prior year's Appropriations Limit adopted by the County's Board of Supervisors. The auditors will disclose any differences noted in the Notes to Appropriations Limit Worksheet.
- E. The auditors will reconcile the adjustment amounts described in the Notes to Appropriations Limit Worksheet to supporting documentation maintained by the County's Chief Executive Office.

2.5 LOCAL TRANSPORTATION FUND

In conjunction with the audit, the CONTRACTOR will perform an examination of the County of Los Angeles, California Local Transportation Fund for each of the fiscal years in the periods ending June 30, 2024,

2025, and 2026, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States with the objectives of expressing an opinion on the financial statements and supplemental schedule. The most recent Local Transportation Fund financial statements can be found at: <https://auditor.lacounty.gov/jpa-special-fund-reports/>.

The special report shall be addressed to the County of Los Angeles Board of Supervisors. Ten (10) copies of the report and a PDF version shall be provided.

2.6 MANAGEMENT LETTER

A management letter shall be prepared for each of the fiscal years in the periods ending June 30, 2024, 2025, and 2026 setting forth the following:

- Findings and recommendations for improvement resulting from the survey of systems of internal control conducted as part of the examination.
- Findings and recommendations for improvements in accounting systems where noted during the conduct of the examination.
- Findings of noncompliance with laws, rules, and regulations coming to the attention of the firm during the course of the examination.
- Any other material items coming to the attention of the firm during the conduct of the examination.

The management letter shall be addressed to the County of Los Angeles Board of Supervisors. Ten (10) copies and a PDF version of the letter shall be provided.

2.7 TRAINING

The CONTRACTOR shall provide 8-10 hours of Continuing Professional Education training at a County provided facility to County staff each year of the contract term.

3.0 FIELDWORK DELIVERABLES

- A. A practical work schedule identifying anticipated accomplishments for the first two-week period of the project will be due on the beginning date of the Contract.

- B. A detailed work schedule, including identifiable milestones, for the remainder of the audit will be due two weeks after the beginning date of the Contract.
- C. Two written progress reports, supplemented with oral briefing, will be submitted to the COUNTY Project Manager or her designee on October 1st and November 1st for each audit year. The report shall contain the following information:
1. Overview of the reporting period.
 2. Summary of project status as of reporting date.
 3. Tasks, deliverables, services and other work scheduled for the reporting period which were completed.
 4. Tasks, deliverables, services and other work scheduled for the reporting period which were not completed.
 5. Tasks, deliverables, services and other work completed in the reporting period which were not scheduled.
 6. Tasks, deliverables, services and other work to be completed in the next reporting period.
 7. Issues to be resolved.
 8. Issues resolved.
 9. Any difficulties encountered by the CONTRACTOR that could jeopardize the completion of the Work Order or milestones or deliverables within the schedule.
 10. Updated milestone chart.
 11. Any other information which COUNTY may from time-to-time require.
- D. The CONTRACTOR shall properly document their audit testwork in workpapers. Workpapers shall be made available to COUNTY representatives upon request.

The COUNTY Project Manager or his designee shall monitor the progress reports to ensure successful completion of the Contract within the schedule.

4.0 REPORT DELIVERABLES

The following are the required report dates in connection with this proposal:

- Submission of Independent Auditor's Report on Financial Statements: December 10, 2024, 2025, 2026
- Submission of Single Audit Reports: March 15, 2025, 2026, 2027
- Submission of Special Report for Article XIIB Appropriations Limitation Verification: January 30, 2025, 2026, 2027
- Submission of County of Los Angeles, California Local Transportation Fund Reports: January 30, 2025, 2026, 2027
- Submission of Management Letter: March 15, 2025, 2026, 2027

5.0 GREEN INITIATIVES

- 5.1 Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 5.2 Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

EXHIBIT B

PRICING SCHEDULE

Total fee – The following chart illustrates the total all-inclusive fee for audit services by Fiscal Year Ended June 30th:

	2024	2025	2026	2027 (Option)	2028 (Option)	Total
Independent Auditor's Report	\$655,523	\$675,626	\$695,729	\$716,632	\$737,975	\$3,481,485
Single Audit	413,174	425,848	438,522	451,596	465,070	2,194,210
Medical Centers	254,990	262,670	270,500	278,755	287,120	1,354,035
Local Transportation Fund	9,936	10,254	10,572	10,890	11,212	52,864
GANN Report	7,519	7,754	7,989	8,224	8,461	39,947
Management Letter	8,607	8,874	9,141	9,408	9,685	45,715
Total Maximum Fee (a not-to-exceed amount)	\$1,349,749	\$1,391,026	\$1,432,453	\$1,475,505	\$1,519,523	\$7,168,256

HOURLY RATES

	2024	2025	2026	2027 (Option)	2028 (Option)
Partner	\$389	\$401	\$413	\$425	\$438
Directors	322	332	342	352	363
Senior Managers	289	298	307	316	325
Manager	263	271	279	287	296
Supervisor	211	217	224	231	238
Engagement Manager	175	179	182	186	189
Senior	174	179	184	190	196
Experienced Associates	159	164	169	174	179
Associates	133	137	141	145	149
Administration and support	93	96	99	102	105

CONTRACTOR'S PROPOSED SCHEDULE

The mandatory completion dates for each deliverable, as indicated in *Exhibit A - Statement of Work*, for each year of the Contract are as follows:

Independent Auditor's Report	December 10, 2024, 2025, and 2026
Single Audit Report	March 15, 2025, 2026, and 2027
GANN Letter	January 30, 2025, 2026, and 2027
Local Transportation Fund Report	January 30, 2025, 2026, and 2027
Management Letter	March 15, 2025, 2026, and 2027

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Oscar Valdez
Title: Auditor-Controller
Address: 500 West Temple Street, Room 525
Los Angeles, CA 90012
Telephone: (213) 974-0729
Facsimile: (213) 974-5427
E-Mail Address: OValdez@auditor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie Yee
Title: Chief Deputy, Auditor-Controller
Address: 500 West Temple Street, Room 525
Los Angeles, CA 90012
Telephone: (213) 974-0
Facsimile: (213) 974-5427
E-Mail Address: cyee@auditor.lacounty.gov

Exhibit E
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Macias Gini & O'Connell LLP **CONTRACT NO:** _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Exhibit F
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Macias Gini & O'Connell LLP Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract 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 contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided 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: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Exhibit H
Intentionally Omitted

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 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 Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected

Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **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 Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

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

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business

Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such 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. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

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

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

required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

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

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry

out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

Exhibit J

Intentionally Omitted

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor’s staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email:

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeff Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Ben Erestingcol
Departmental Information Security Officer
320 W Temple Street
Los Angeles, CA 90012
(213) 974-0382
berestingcol@auditor.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2 million** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	5/21/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector	
SUBJECT	Issuance and Sale of Los Angeles County 2024-25 Tax and Revenue Anticipation Notes	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	May 21, 2024	
COST & FUNDING	Total cost: Not to exceed [\$1.0 billion]	Funding source: County General Fund
	TERMS (if applicable): Negotiated sale of the 2024-25 Tax and Revenue Anticipation Notes (not to exceed [\$1.0 billion]); fixed rate, single series note with a one-year final maturity.	
	Explanation: The Treasurer and Tax Collector is requesting authorization to issue the Los Angeles County 2024-25 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed [\$1.0 billion]. The proceeds of the 2024-25 Tax and Revenue Anticipation Notes will be used to enable the County to manage its funding expenditures and reduce the need for internal borrowing during the FY 2024-25.	
PURPOSE OF REQUEST	The proceeds from the sale of the 2024-25 Tax and Revenue Anticipation Notes will be used to provide sufficient cash resources to meet the County's cash flow requirements in FY 2024-25.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The County traditionally issues the TRANs as a single series of fixed-rate notes with a one year final maturity in order to reduce the need for internal borrowing and to ensure the County's cash flow requirements for the FY 2024-25 is sufficient. The borrowing program is essential as the County receives certain revenues on sporadic basis throughout the fiscal year.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, (213) 974-2101, eginsberg@ttc.lacounty.gov • Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov • Teresa Wong Gee, Chief Public Finance Officer, (213) 974-8359, tgee@ttc.lacounty.gov 	



ELIZABETH BUENROSTRO GINSBERG
INTERIM TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

May 21, 2024

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

Dear Supervisors:

ISSUANCE AND SALE OF 2024-25 TAX AND REVENUE ANTICIPATION NOTES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Treasurer and Tax Collector is requesting authorization to issue Tax and Revenue Anticipation Notes (TRANS) to meet the Fiscal Year (FY) 2024-25 cash flow needs of the County General Fund. This short-term borrowing program enables the County to manage the funding of its expenditures and to reduce the need for internal borrowing. We are requesting a maximum authorization for the 2024-25 TRANS in a principal amount not to exceed [\$1,000,000,000].

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt the Resolution authorizing the issuance and sale of the 2024-25 Tax and Revenue Anticipation Notes in an aggregate principal amount not to exceed [\$1,000,000,000].

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the attached Resolution will authorize the issuance of the 2024-25 TRANS and the execution and delivery of all related financing documents. Each year since 1977, the County has issued tax-exempt TRANS in connection with its cash management program for the upcoming fiscal year. This borrowing program is necessary given that the County receives certain revenues, such as property taxes, on an uneven basis throughout the fiscal year. The proceeds generated from the issuance of TRANS are maintained in a separate fund by the Auditor-Controller and utilized on a periodic basis to meet the cash flow needs of the County General Fund. Issuance of the 2024-25 TRANS will reduce the County's need for internal borrowing during the

upcoming fiscal year and provide sufficient cash resources to meet the County's cash flow requirements in FY 2024-25.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The borrowing cost of the 2024-25 TRANS will depend on market conditions on the date of the sale. The Resolution provides that the true interest cost of the TRANS shall not exceed six percent [6%]. However, based on current market conditions, the actual cost of borrowing is expected to be lower and may result in a true interest cost of approximately four percent [4%].

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County traditionally issues the TRANS as a single series of fixed-rate notes with a one-year final maturity. However, in order to provide the County with maximum flexibility to respond to changing market conditions, the attached resolution provides the flexibility to issue the 2024-25 TRANS in multiple series with different maturity dates that will not exceed 15 months. The 2024-25 TRANS will be structured to achieve the lowest cost of borrowing available to the County in the municipal note market on the day of pricing, which is currently scheduled for mid June 2024. Proceeds from the sale of the 2024-25 TRANS are expected to be available to the County on July 1, 2024.

Consistent with the County's historical practice, the Treasurer and Tax Collector is recommending a negotiated sale of the 2024-25 TRANS. Based on the results of a competitive solicitation process, Morgan Stanley was selected as the lead senior managing underwriter, with RBC Capital Markets appointed to serve as the co-senior manager. Up to four co-managers will be added to the underwriting syndicate for the 2024-25 TRANS prior to the pricing date. County Counsel has selected Orrick, Herrington & Sutcliffe and Hawkins Delafield & Wood to serve as note counsel and disclosure counsel, respectively, for this transaction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The 2024-25 TRANS are issued as part of a cash management program, which has no direct impact on current services.

CONCLUSION

Upon approval of this Resolution, it is requested that the Executive Officer-Clerk of the Board of Supervisors return two originally executed copies of the adopted Resolution to the Treasurer and Tax Collector (Office of Public Finance).

The Honorable Board of Supervisors
May 21, 2024
Page 3

Respectfully submitted,

ELIZABETH BUENOSTRO GINSBERG
Treasurer and Tax Collector

EBG:DW:TG:JP:PP:VB:ad
doc/2024-25 TRAns_052124

Attachments

c: Chief Executive Officer
Interim Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Orrick, Herrington & Sutcliffe
Hawkins Delafield & Wood
Morgan Stanley
RBC Capital Markets

BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	5/8/2024	
BOARD MEETING DATE	5/21/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)	
SUBJECT	Los Angeles County Capital Asset Leasing Corporation Lease Revenue Note Program	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	May 21, 2024	
COST & FUNDING	Total cost: \$18.8 Million	Funding source: General Fund
	TERMS (if applicable): Five Years (August 2024 to April 2029)	
	Explanation: The Los Angeles County Capital Asset Leasing Corporation (LACCAL) Lease Revenue Note Program (the "Note Program") provides a cost-effective and flexible funding mechanism for the County to finance the initial stages of its capital construction projects through the periodic issuance of variable rate short-term notes.	
PURPOSE OF REQUEST	Adopt the Resolution authorizing the execution and delivery of various legal documents related to the restructuring of the LACCAL Note Program in order to provide for the issuance of lease revenue commercial paper notes in an aggregate principal amount not to exceed \$750,000,000, and approving additional actions with respect thereto. Approve the ordinance authorizing a public leaseback of 15 real property assets owned by the County (the "Leased Property") to LACCAL pursuant to a Site Lease and Sublease by and between the County and LACCAL.	
BACKGROUND (include internal/external issues that may exist including any related motions)	With the current Note Program set to expire on July 31, 2024, we are requesting that your Board approve a restructuring of the Note Program. The restructured Note Program will include four banks (Bank of America, Bank of Montreal, Sumitomo Mitsui Banking Corporation, and U.S. Bank). In the event the restructured Note Program is not approved by your Board, the County will need to fund the redemption of the then outstanding Notes by July 31, 2024, the balance of which is currently [\$482,976,000]; and future capital project expenditures will need to be funded with available cash resources, or through other potentially higher-cost sources of financing.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	<ul style="list-style-type: none"> • Elizabeth Buenrostro Ginsberg, Treasurer and Tax Collector, (213) 974-0703, eginsberg@ttc.lacounty.gov • Daniel Wiles, Assistant Treasurer and Tax Collector, (213) 974-7175, dwiles@ttc.lacounty.gov • Teresa Wong Gee, Chief Public Finance Officer, (213) 974-8359, tgee@ttc.lacounty.gov 	



ELIZABETH BUENROSTRO GINSBERG
INTERIM TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

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May 21, 2024

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:

LOS ANGELES COUNTY CAPITAL ASSET LEASING CORPORATION LEASE REVENUE NOTE PROGRAM (ALL DISTRICTS – 4 VOTES)

SUBJECT

Since its inception in 1997, the Los Angeles County Capital Asset Leasing Corporation (LACCAL) Lease Revenue Note Program (the “Note Program”) has provided a cost-effective and flexible funding mechanism for the County to finance the initial stages of its capital construction projects through the periodic issuance of variable rate short-term notes. With the current Note Program set to expire on July 31, 2024, we are requesting that your Board approve a restructuring of the Note Program, which will include a new syndicate of four direct-pay Letters of Credit (LOCs). The aggregate principal amount of short-term notes authorized for the restructured Note Program will be \$750,000,000, which is a \$150,000,000 increase from the current Note Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the Resolution authorizing the execution and delivery of various legal documents related to the restructuring of the LACCAL Note Program (the “Resolution”) in order to provide for the issuance of lease revenue commercial paper notes (the “Notes”) in an aggregate principal amount not to exceed \$750,000,000, and approving additional actions with respect thereto.
2. Approve the ordinance authorizing a public leaseback of 15 real property assets owned by the County (the “Leased Property”) to LACCAL pursuant to a Site Lease and Sublease by and between the County and LACCAL.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 24, 1997, your Board authorized the formation of the Note Program to replace an existing bond anticipation note financing program utilized by the County. The Note Program has been highly successful in providing a flexible and cost-effective short-term financing mechanism for the County to fund essential Board-approved capital facilities during the initial construction phase of the projects. The flexibility of the Note Program allows the County to avoid the cost of capitalized interest before a new project becomes fully operational, which can add up to 20% to the total cost of the project. Upon completion of a capital project financed initially through the Note Program, the County will issue long-term lease revenue bonds, with the proceeds from the sale of the bonds used to redeem outstanding short-term Notes issued through the Note Program. By refinancing outstanding Notes through the issuance of long-term bonds, the County is able to replenish the capacity of the Note Program to fund new capital construction projects. Some of the County's most high-profile capital projects funded through the Note Program include the LAC+USC Medical Center, the Martin Luther King Jr. Community Hospital and the Harbor-UCLA Medical Center Replacement Facility.

The current \$600,000,000 Note Program, which is scheduled to terminate on July 31, 2024, was approved by your Board in March 2019. The current Note Program is supported by four direct-pay LOCs issued by Bank of Montreal (BMO) (Series A - \$100,000,000), U.S. Bank (Series B - \$200,000,000), Wells Fargo Bank (Series C - \$200,000,000), and State Street Bank and Trust Company (Series D - \$100,000,000).

On November 30, 2023, the Treasurer and Tax Collector (TTC) issued a Request for Proposals (RFP) to solicit proposals from qualified banks to provide direct-pay LOCs that would provide credit enhancement and liquidity support for the restructured Note Program. A total of seven proposals were received in response to the RFP. Based on the results of the RFP process, TTC has selected the following four banks to participate in the restructured Note Program and provide direct-pay LOCs to facilitate the issuance of short-term Notes in an aggregate principal amount not to exceed \$750,000,000:

- Bank of America, N.A. \$350,000,000 (42 basis points fee)
- Bank of Montreal (BMO) \$200,000,000 (35 basis points fee)
- Sumitomo Mitsui Banking Corporation \$100,000,000 (38 basis points fee)
- U.S. Bank \$100,000,000 (42 basis points fee)

Bank of Montreal (BMO) and U.S. Bank currently provide credit support for the existing Note Program, with Bank of America and Sumitomo Mitsui Banking Corporation selected as new firms. All four banks will issue separate series of traditional commercial paper notes supported by their respective LOCs.

In order to meet the County's expanding capital project needs, the maximum principal amount of Notes authorized under the restructured Note Program will be \$750,000,000, which is an increase of \$150,000,000 over the \$600,000,000 capacity of the current Note Program. The additional capacity of the restructured Note Program will provide the County with greater flexibility and funding capacity to meet the County's significant capital construction needs over the next five years. The \$750,000,000 capacity in the restructured Note Program will be secured by the Leased Property, as defined in the Site Lease and Sublease by and between the County and LACCAL.

The fixed cost of the LOCs to provide credit enhancement and liquidity support for the Note Program will be between 35 basis points (.35%) and 42 basis points (.42%) per year applied to the maximum principal amount of the LOC for each participating bank. The interest cost of the Notes issued through the Note Program will be based on prevailing market rates at the time of issuance for high credit quality short-term commercial paper notes. Since the LOC fee is a fixed cost based on the available stated amount of the LOC for each bank, the total LOC fees for the \$750,000,000 restructured Note Program over the five-year term will be \$15,435,953. The effective interest cost for the Notes issued under the Note Program includes the fixed bank LOC fee plus the market interest rate on the date of issuance, and all subsequent rollover maturity dates through the five-year term of the restructured Note Program.

The restructured Note Program will continue to issue the vast majority of the Notes on a tax-exempt basis. However, the financing documents for the restructured Note Program will provide the authority to issue separate series of taxable Notes as part of the \$750,000,000 maximum principal authorization. A taxable series of Notes will provide added flexibility to fund certain capital expenditures, such as expenditures that might be used to finance private or non-governmental activities at County facilities that are not eligible to be funded through tax-exempt financing.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal #III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by providing a cost-effective source of financing to fund the capital construction needs of the County.

FISCAL IMPACT/FINANCING

The LOC fees for the restructured Note Program will cost the County \$15,435,953 over the five-year term. Other annual administrative costs required to manage the restructured Note Program, including legal fees, trustee fees, rating agency fees and commercial paper dealer fees are expected to cost the County approximately \$3,364,000 over the five-year term. In addition to the LOC fees, and the ongoing annual administrative costs over the five-year term of the restructured Note Program,

the County will incur one-time start-up costs in the estimated amount of \$[TBD] for legal and financial advisory services, title insurance and rating agency fees.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The basic legal and operating structure of the restructured Note Program will remain unchanged from the existing Note Program. The short-term debt instruments originated through the restructured Note Program are issued by LACCAL, a non-profit public benefit corporation created by your Board in 1983 to assist the County in financing the purchase of necessary equipment and the acquisition, purchase and construction of County buildings and facilities. The restructured Note Program will continue to be secured by a lease-revenue financing structure involving a Site Lease and Sublease by and between the County and LACCAL. Since the financing structure constitutes a public leaseback between the County and LACCAL, Government Code Section 54241 requires that the form of the Site Lease and Sublease be approved by an ordinance. The restructured Note Program will require a restated Site Lease, Sublease, Trust Agreement and Issuing and Paying Agent Agreement, as well as various other documents identified below. The restructured Note Program was approved by the LACCAL Board of Directors on May 1, 2024.

As part of the authorization to establish the restructured Note Program, your Board is requested to approve the "form of" the following financing documents, which are provided as Exhibits to the Resolution:

- Fifth Amended and Restated Site Lease
- Fifth Amended and Restated Sublease
- Fifth Amended and Restated Trust Agreement
- Fifth Amended and Restated Issuing and Paying Agent Agreement
- Memorandum of Assignment
- Bank of America Letter of Credit and Reimbursement Agreement
- Bank of Montreal (BMO) Letter of Credit and Reimbursement Agreement
- Sumitomo Mitsui Banking Corporation Letter of Credit and Reimbursement Agreement
- U.S. Bank Letter of Credit and Reimbursement Agreement
- Dealer Agreements
- Offering Memorandum

The restructured Note Program will consist of four separate bank Letter of Credit and Reimbursement Agreements authorizing the issuance of separate LOCs by each bank supporting the issuance of Notes up to a maximum aggregate principal amount of \$750,000,000. The maximum principal amount of Notes supported by each LOC are as follows:

For the restructured Note Program, the County will pledge the Leased Property with an aggregate market value of approximately \$784,442,000, as collateral to secure the repayment of the outstanding Notes. The County will continue to have the flexibility to substitute, add and/or remove real estate assets into and out of the Note Program to accommodate the County's capital financing needs.

Montague DeRose and Associates, LLC was selected as the Financial Advisor to assist the County with the RFP process and the restructuring of the Note Program. Hawkins Delafield & Wood LLP was selected by County Counsel to serve as Note Counsel. Based on information provided through the RFP process and their previous experience with the Note Program, Chapman & Cutler LLC was appointed by the successful respondent banks to serve as Bank Counsel. U.S. Bank is the Trustee and Issuing and Paying Agent for the Note Program.

The commercial paper notes issued through the restructured Note Program will continue to be offered for sale to the capital markets through three broker-dealer firms, including Barclays, Morgan Stanley, and U.S. Bancorp Investments. The Resolution provides the authority to add, replace or terminate broker-dealers at the discretion of the Treasurer and Tax Collector to facilitate the successful operation and performance of the restructured Note Program.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the restructured Note Program will provide the County with a highly flexible and cost-effective financing mechanism for its capital construction program. In the event the restructured Note Program is not approved by your Board, the County will need to fund the redemption of the then outstanding Notes by July 31, 2024, the balance of which is currently [\$482,976,000]; and future capital project expenditures will need to be funded with available cash resources, or through other potentially higher-cost sources of financing.

CONCLUSION

Upon approval of the Resolution, it is requested that the Executive Officer of the Board of Supervisors return two originally executed copies of the adopted Resolution to the office of the Treasurer and Tax Collector.

Respectfully submitted,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

EBG:DW:TG:JP:AM:ad

Attachments

c: Chief Executive Officer
Interim Executive Officer, Board of Supervisors
Auditor-Controller
County Counsel
Los Angeles County Capital Asset Leasing Corporation