

DEPARTMENT OF HEALTH SERVICES



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[CONTRACTOR]
FOR
HEALTHCARE ANCILLARY SERVICES**

Revised Date: February 2025

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EXHIBITS

A COUNTY'S ADMINISTRATION

B CONTRACTOR'S ADMINISTRATION

C CONTRACTOR'S EEO CERTIFICATION

D ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

E CHARITABLE CONTRIBUTIONS CERTIFICATION [if applicable]

F EXECUTED WORK ORDERS [incorporated by reference, if applicable]

**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[Contractor]
FOR
HEALTHCARE ANCILLARY SERVICES**

This Master Agreement (hereinafter also "HASMA"), including the Exhibits, is made and entered into on this _____ day of <<Month Year>> (hereinafter "Effective Date") by and between the County of Los Angeles (hereinafter "County") and <<Contractor Name>> (hereinafter "Contractor"), located at <<Contractor Address, City, Zip Code>>.

RECITALS

WHEREAS, pursuant to Sections 1441 and 1445 of the California Health and Safety Code, County has established and operates through its Department of Health Services (hereinafter "DHS") and its facilities, premises and other service sites; and

WHEREAS, on June 4, 2019, the County's Board of Supervisors (hereinafter "Board") has authorized the Director of the Department of Health Services, or authorized designee, to issue solicitations for and execute master agreements for provision of healthcare ancillary services including the Services that may be provided under this Master Agreement and any Work Orders executed thereunder; and

WHEREAS, the Contractor specializes in the provision of certain healthcare ancillary services (hereinafter "Services" or "Healthcare Ancillary Services") that may be solicited by County; and

WHEREAS, the County has issued a Work Order Solicitation for provision of such Services; and

WHEREAS, the Contractor is a Qualified Contractor that may have been selected by the County for a Work Order award for the Services; and

WHEREAS, this Master Agreement is authorized pursuant to the provisions of Sections 26227 and 31000 of the California Government Code and Section 1451 of the California Health and Safety Code; and

WHEREAS, the Contractor warrants that it possesses the competence, expertise and personnel necessary to provide the Services consistent with the requirements of this Master Agreement and consistent with the professional standard of care for these services.

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

1.1 INTERPRETATION

Exhibits A, B, C, D, E and F, to the extent applicable, 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 this base document under the Master Agreement and the Exhibits, or among Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Master Agreement and then to the Exhibits according to the following priority:

1. EXHIBIT A – County’s Administration
2. EXHIBIT B – Contractor’s Administration
3. EXHIBIT C – Contractor’s EEO Certification
4. EXHIBIT D – Acknowledgement and Confidentiality Agreement
5. EXHIBIT E – Charitable Contributions Certification
6. EXHIBIT F – Executed Work Orders [incorporated by reference, if applicable]

Notwithstanding the foregoing order of precedence and solely with respect to Services that may be provided pursuant to a fully executed Work Order, in the event of any conflict or inconsistency between the provisions of such Work Order and this Master Agreement, including any Exhibits, the provisions of the executed Work Order, as such may be duly amended, shall take precedence over those specified in the Master Agreement.

Paragraph headings are utilized throughout this Master Agreement for convenience and reference only and are not intended to define the scope of any provision hereof. Unless specified otherwise, any Paragraph references herein shall be made to the provisions of the body of this Master Agreement.

1.2 ENTIRE AGREEMENT

This Master Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Paragraph 8.1 – Amendments and Modifications and signed by both parties.

2.0 DEFINITIONS

The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Master Agreement shall have the particular meanings set forth below.

- 2.1 **Day(s):** Calendar day(s), unless otherwise specified.
- 2.2 **DHS; Department:** County’s Department of Health Services.
- 2.3 **Director:** The Director of the Department of Health Services, or authorized designee.
- 2.4 **Fiscal Year:** A twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.5 **Master Agreement; HASMA:** County’s standard agreement executed between the County and Contractor setting forth the terms and conditions for Contractor’s

performance and provision of Services that may be provided pursuant to any Work Order(s) executed hereunder.

- 2.6 Master Agreement Program Director; MAPD:** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County.
- 2.7 Qualified Vendor:** A current HASMA contractor in good standing or an entity that has submitted a response to the County's Request for Qualifications (also, hereinafter "RFQ") for Healthcare Ancillary Services, qualified to submit a response to a Work Order Solicitation ("WOS") under the RFQ.
- 2.8 Services; Healthcare Ancillary Services:** Healthcare ancillary services that may be provided by Contractor pursuant to and as specified in any executed Work Order(s) under this Master Agreement.
- 2.9 Work Order:** A document that may be executed under the Master Agreement by the County with a Contractor selected by the County for provision of certain pre-defined Healthcare Ancillary Services in response to a Work Order Solicitation for such Services.
- 2.10 Work Order Solicitation; WOS:** A solicitation released by County for selecting one or more Qualified Vendors for a Work Order award for provision of certain pre-defined Healthcare Ancillary Services. A Work Order Solicitation typically will include, to the extent applicable, details regarding the Services, including description and period of performance, payment and pricing terms, required terms and conditions in addition to those specified in this Master Agreement, minimum qualifications and other requirements, response review process and/or methodology, and, if applicable, the selection criteria for a Work Order award. A Work Order Solicitation may be in the form of a Request for Applications (also, hereinafter "RFA") or a Request for Services (also, hereinafter "RFS").

3.0 WORK

3.1 PERFORMANCE OF SERVICES

Contractor shall provide Services only following execution of and to the extent of and as provided in any Work Order executed pursuant to the Master Agreement for the Services. If engaged by County, Contractor shall fully perform, complete and deliver on time all tasks, deliverables and other Services specified in any such Work Order in accordance with the provisions thereof and the Master Agreement. Notwithstanding the execution of any Work Order pursuant to this Master Agreement, depending on the provisions of the Work Order Solicitation resulting in such Work Order award, Contractor may or may not be engaged for provision of Services under the Work Order. In any case, Contractor is not guaranteed the extent of utilization of its Services.

3.2 WORK ORDERS

No Services shall be performed by Contractor except in accordance with an executed Work Order for such Services. A Work Order for certain pre-defined Services may be executed under this Master Agreement only following issuance of a WOS for such Services and selection by County in accordance with the terms of the WOS and execution of an ensuing Work Order. Any Work Order that may be executed under this Master Agreement shall describe in detail the particular project

and the work required for the provision thereof, including, to the extent applicable, the statement of work, period of performance, pricing and/or maximum County obligation, and minimum qualifications and other requirements.

Any Work Order executed under this Master Agreement shall be subject to and shall comply with all terms and conditions of the Master Agreement. The Work Order(s) that may be executed under this Master Agreement are incorporated by reference into the Master Agreement under Exhibit F – Executed Work Orders.

3.3 GRATUITOUS EFFORT

If Contractor provides any Services to County other than those authorized by County pursuant to an executed Work Order for the Services, that extend beyond the term of the Work Order or the Master Agreement, or that exceed the maximum County obligation that may be allocated for such Services in the Work Order, such shall be deemed a gratuitous effort on the part of the Contractor, for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of the Master Agreement shall commence on the Effective Date as reflected on the top of Page 1 of the body of this Master Agreement, following its execution by the parties, and shall continue in full force and effect until and through June 30, 2026 (hereinafter "Initial Term"), with up to three (3) one-year extension options (hereinafter each "Extension Term") until and through June 30, 2029, unless sooner extended or terminated, in whole or in part, as provided herein. The one-year term extension options shall be exercised automatically, unless County provides Contractor with a prior written notice of its intention not to exercise the subsequent remaining one-year renewal option, at least thirty (30) days prior to the expiration of the Initial Term or the then current Extension Term, as applicable. The term of any Work Order executed hereunder shall be specified in the Work Order and shall not extend beyond the term of the Master Agreement.
- 4.2 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases 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 shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS contact(s) identified in Exhibit A – County's Administration.

5.0 PAYMENTS AND INVOICING

5.1 PAYMENTS

Contractor shall be paid under this Master Agreement only for Services satisfactorily performed pursuant to a validly executed Work Order.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as may be specified in an executed Work Order. Assumption or takeover of any of the Contractor's duties, responsibilities or obligations, or performance of same by any entity other than the

Contractor, whether through assignment, subcontract, delegation, merger, buyout or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

Unless and to the extent otherwise expressly permitted in the Work Order, (i) Contractor shall not bill any patient or any payor for Services provided hereunder; (ii) shall consider payment by County to be payment in full for such Services; and (iii) shall assign to County rights to payment by any patient or third party payor, including Medicare and Medi-Cal, for any Services rendered pursuant to this Master Agreement.

5.2 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF MASTER AGREEMENT

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

5.3 INVOICING

5.3.1 Contractor's invoices for Services shall be priced and submitted in accordance with the executed Work Order for such Services and shall contain the information as specified in such Work Order, including, as applicable, description of the Services for which payment is claimed (tasks, deliverables, goods, services, etc.), hours worked and County facility or other site where the Services were provided.

5.3.2 Unless specified otherwise in the executed Work Order for Services for which payment is claimed, Contractor shall submit invoices to the County monthly, by the 15th calendar day of the month following the month of Services.

5.3.3 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager or the equivalent specified in the executed Work Order for Services for which payment is claimed, or authorized designee, prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

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

- 5.4.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and shall comply with all accounting, record keeping, and tax reporting requirements.
- 5.4.3 Any provision of law, grant or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.4.4 At any time during the duration of this Master Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.5 LOCAL SMALL BUSINESS ENTERPRISES (SBE) – PROMPT PAYMENT PROGRAM [IF APPLICABLE]

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Master Agreement on behalf of the County. The Director, or authorized designee, retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Paragraph(s) is designated in Exhibit A – County's Administration. County will notify Contractor in writing of any change in the names or contact information specified therein.

6.1 MASTER AGREEMENT PROGRAM DIRECTOR

The Master Agreement Program Director (also, hereinafter "MAPD") has the authority to negotiate and recommend all changes to this Master Agreement and to resolve disputes between County and Contractor.

6.2 COUNTY'S PROGRAM MANAGER

The County's Program Manager, or the equivalent, will be identified in the executed Work Order and is the County's chief contact person with respect to the day-to-day administration of the specific Work Order.

The County's Program Manager, or the equivalent, is not authorized to make any changes in any of the terms and conditions of this Master Agreement or to further obligate the County in any respect whatsoever.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROGRAM DIRECTOR

- 7.1.1 Contractor's Program Director is designated in Exhibit B – Contractor's Administration. Contractor shall notify County in writing of any change in

the name or contact information of Contractor's Program Director, within five (5) business days of such change.

- 7.1.2 Contractor's Program Director shall be responsible for Contractor's performance of and compliance with this Master Agreement and any Work Order(s) executed hereunder. Contractor's Program Director shall coordinate and/or meet with County as required by County for performance of this Master Agreement or any executed Work Order(s).

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B – Contractor's Administration. Contractor shall promptly notify the County in writing of any change in the name(s) or contact information of Contractor's Authorized Official(s), within five (5) business days of such change.
- 7.2.2 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 STAFF

County has the right to approve or disapprove any of Contractor's staff performing Services under any Work Order executed pursuant to this Master Agreement, and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Director. Upon request from County for removal of any of Contractor personnel citing concerns leading to the request, Contractor shall preclude such personnel from working or continuing to work on the Master Agreement if the concerns raised by County are reasonable or supportable. In any event, Contractor shall meet and confer with County to ensure that County's concerns leading to request for removal of Contractor personnel are addressed by the removal of such personnel or otherwise.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at its sole cost and expense, all staff entering any of the County facilities or other sites for provision of Services under any Work Order executed pursuant to this Master Agreement with a photo identification (hereinafter "ID") badge, which they shall be required to wear or otherwise visibly display at all times while at such sites. Contractor's staff may be asked by County to leave a County facility or other site of Services if they do not have the proper ID badge on their person.

The requirements of this Paragraph are in addition to any other related provisions that may be specified in the Work Order for such Services.

7.5 CONFIDENTIALITY

- 7.5.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.5.2** Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement and any Work Order executed hereunder; (ii) promptly transmit to the County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement or the Work Order, any such records or information to any person or organization other than the County without the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Master Agreement or the Work Order, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.
- 7.5.3** Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.5.4** Contractor shall inform all of its officers, employees, agents and subcontractors providing services under any Work Order executed pursuant to this Master Agreement of the confidentiality and indemnification provisions of this Master Agreement.
- 7.5.5** Contractor shall sign and adhere to the provisions of Exhibit D – Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under any Work Order executed pursuant to this Master Agreement.

7.6 STAFF PERFORMANCE UNDER THE INFLUENCE

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND MODIFICATIONS

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes to any of the terms, obligations or conditions of this Master Agreement, except through the procedures set forth in this Paragraph below.

- 8.1.1 For any change which materially affects any term or condition of this Master Agreement or any Work Order executed hereunder, an Amendment to the Master Agreement or the Work Order, as applicable, shall be prepared by County and executed by Contractor and County as authorized by the Board.
- 8.1.2 For any change that does not materially affect any term or condition of this Master Agreement or any Work Order executed hereunder, a modification to the Master Agreement or Work Order, as applicable (Change Notice, Change Order, etc.), shall be prepared by County and signed by Contractor.
- 8.1.3 The Board or County's Chief Executive Officer, or authorized designee, may require, during the term of this Master Agreement, the addition and/or change of certain terms and conditions in the Master Agreement. County reserves the right to add and/or change such provisions as required by the Board, Chief Executive Officer, or authorized designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.
- 8.1.4 The Director, or authorized designee, may require, during the term of this Master Agreement, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal and/or state law or regulation. County reserves the right to add and/or change such provisions as required by law or regulation to preserve this Master Agreement's conformity and compliance to federal and/or state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by County and executed by Contractor and County as authorized by the Board.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall notify the County of any pending acquisitions/mergers of its entity 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 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall 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 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 without the County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement and any Work Order(s) executed hereunder. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded or whose principals are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall reimburse the County for any and all associated

costs (repayment, fine and/or penalty) that may be incurred by County as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors that was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure by the Contractor to comply with this provision shall constitute a material breach of this Master Agreement, upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

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

- 8.5.1 Within ten (10) business days of the effective date of any Work Order executed pursuant to this Master Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes to the Contractor's policy, then Contractor shall make such changes and resubmit the plan within ten (10) business days to County for approval.
- 8.5.4 If, at any time, Contractor wishes to change its policy regarding complaints, Contractor shall submit proposed changes to County for approval prior to implementing the changes.
- 8.5.5 Contractor shall preliminarily investigate all complaints relating to any Work Order executed hereunder and notify the County's Program Manager or the equivalent specified in the Work Order, or authorized designee, of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager or the equivalent specified in the Work Order within fifteen (15) business days of being mailed to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement and any Work Order(s) executed hereunder, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without County's prior written approval.

8.6.3 FACILITY RULES AND REGULATIONS

At any time that the Contractor's agents, employees or subcontractors are at a County facility or other site (for purposes of this Paragraph, hereinafter "Facility") for provision of Services under any Work Order executed pursuant to this Master Agreement, Contractor and such persons shall be subject to the rules and regulations of that Facility. County will provide to Contractor a copy of rules and regulations pertaining to the Facility prior to the execution of the Work Order and updates during its term. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (i) such employee or subcontractor has violated such rules or regulations, or (ii) such employee's or subcontractor's actions while at the Facility may adversely affect the delivery of health care services to County patients.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age,

physical or mental disability, medical condition, marital status, military and veteran 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, including any Work Order(s) executed hereunder.

- 8.7.2 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such actions shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff and/or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.7.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders and vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.7.5 Contractor certifies and agrees that it, its affiliates, subsidiaries and holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran 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, including any Work Orders executed hereunder.
- 8.7.6 To the extent permitted by law, Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.7, which will be subject to any legally required confidentiality obligations.
- 8.7.7 If the County finds that any provisions of this Paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master

Agreement and any Work Order(s) executed hereunder. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

- 8.7.8 The parties agree that in the event that Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) from Contractor for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.
- 8.7.9 Contractor shall certify to and comply with the provisions of Exhibit C – Contractor’s EEO Certification.

8.8 COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Master Agreement is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (hereinafter “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

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 shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (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 contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts 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: (i) the lesser number is a recognized industry standard as determined by the County, or (ii) 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 shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the term of 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 this Master Agreement and any Work Order(s) executed hereunder 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 or administration of this Master Agreement, any Work Order executed hereunder or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement or any Work Order executed hereunder. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all

relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff or on a County Re-Employment List

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

8.11 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or Skills and Training to Achieve Readiness for Tomorrow (hereinafter "START") Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to Contractor. Contractor shall report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bsservices@opportunity.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 shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a contractor that 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.

8.12.2 Chapter 2.202 of the County Code

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 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 (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

County may debar a Contractor if the County's 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

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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If 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: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) 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 (a) the Contractor has been debarred for a period longer than five (5) years; (b) the debarment has been in effect for at least five (5) years; and (c) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The County's Board of Supervisors shall 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 shall also apply to subcontractors of the Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT AND NOTICE TO ITS EMPLOYEES OF THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, a Fact Sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is County's policy to encourage all County contractors, including the Contractor, to voluntarily post County's "Safely Surrendered Baby Law Poster" (available in English, Spanish, Chinese and Korean) in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractors' place of business. Contractor and its subcontractors may access posters and other campaign material at www.babysafela.org.

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

- 8.14.1 Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify the Director within ten (10) calendar days in writing of: (i) any event that would require the

Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (ii) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.14.3 Failure by the Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement and any Work Order(s) executed hereunder.

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

8.15.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

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

8.16.1 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.

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

8.17 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards identified in the Work Order. 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 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 the Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost and expense, any and all damage other than normal wear and tear to County facilities, buildings or grounds caused by the Contractor or employees, agents or subcontractors of the Contractor during performance of Services under this Master Agreement and any Work Order(s) executed hereunder. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.18.3 County reserves the unilateral right to make any repairs which the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. County, at its option, will bill the Contractor for the cost of such repair and/or deduct the cost of such repair from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 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 and any Work Order(s) executed hereunder meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain from all employees performing work hereunder all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, employees and volunteers 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.

8.20 COUNTERPARTS; ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Master Agreement, any Work Orders executed hereunder and any amendments thereto may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Master Agreement related documents, received via an electronic communicative (facsimile, email or electronic signature), as legally sufficient evidence that legally binding signatures have been affixed to such documents.

8.21 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, employees and volunteers 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.

8.22 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

Contractor recognizes that healthcare facilities maintained by the County provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Master Agreement or any Work Order executed hereunder, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure by Contractor to comply with this requirement shall be considered a material breach by the

Contractor, for which the County may immediately terminate this Master Agreement and any Work Order(s) executed hereunder.

8.24 GOVERNING LAW, JURISDICTION AND VENUE

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

8.25 PROTECTION OF MEDICAL INFORMATION

8.25.1 HIPAA Compliance

Contractor acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and its implementing regulations. Contractor further acknowledges and agrees that, as a provider of Services under this Master Agreement or any Work Order executed hereunder, it has obligations with respect to the confidentiality, privacy and security of patient' medical information (also, "PHI" under HIPAA) 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.

Contractor, therefore, agrees that (a) it and any staff providing Services under this Master Agreement and any Work Order(s) executed hereunder shall preserve the confidentiality of PHI and shall comply with the obligations and other provisions relating to HIPAA that may be specified in any Work Order(s) executed under the Master Agreement, and (b) it shall indemnify and hold harmless County (including its officers, employees, agents and volunteers) for any damages to County that may be attributable to failure to preserve the confidentiality of PHI or to comply with the applicable obligations under HIPAA.

8.25.2 Confidentiality of Medical Information Act

Contractor acknowledges that County is subject to the Confidentiality of Medical Information Act (hereinafter "CMIA"), which protects the confidentiality of individually identifiable medical information obtained by health care providers. As a contractor of County, Contractor, therefore, agrees to comply with the CMIA and shall not disclose any stored or accessible medical information regarding a patient, enrollee or subscriber.

8.25.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.25 shall constitute a material breach of this Master Agreement, upon which County may suspend or terminate the Master Agreement and any Work Order executed thereunder for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the

unique nature of the sensitive information addressed in this Section there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall 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 County might have at law or equity.

8.26 INDEPENDENT CONTRACTOR STATUS

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

8.26.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits; and County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor. Subject to the provisions of Paragraph 8.27 – Indemnification hereunder, Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and volunteers from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with or related to any failure by Contractor or any of its agents or subcontractors to provide the requisite compensation or benefits to its employees, including unpaid wages.

Consistent with the foregoing, County shall have no liability, and the Contractor shall be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site.

8.26.3 Nothing in this Paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Paragraph 8.29.3 – Workers' Compensation and Employers' Liability. Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely

liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 Contractor shall adhere to the provisions of Paragraph 7.5 – Confidentiality.

8.27 INDEMNIFICATION

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

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County and in the performance of any Work Order(s) executed under this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.28 and Paragraph 8.29 – Insurance Coverage of this Master Agreement. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual obligations imposed upon the Contractor pursuant to this Master Agreement and any Work Order(s) executed hereunder. 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. **Contractor shall provide proof of all required insurance coverage prior to execution of any Work Order under this Master Agreement. Notwithstanding the foregoing, County reserves the right to require additional insurance as set forth in the Work Order.**

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (hereinafter "Certificate") satisfactory to the County and a copy of an Additional Insured endorsement confirming the County and its Agents (as defined below) has been given Insured status under the Contractor's General Liability policy shall be delivered to the County at the email address specified below and provided prior to commencing services or other work under any Work Order executed pursuant to this Master Agreement.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the

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

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

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

cgcontractorinsurance@dhs.lacounty.gov

Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. Contractor also shall 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.

8.28.2 Additional Insured Status and Scope of Coverage

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

8.28.3 Cancellation of or Changes in Insurance

Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that County shall receive, written notice

of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement and any Work Order(s) executed hereunder.

8.28.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor and/or suspend or terminate this Master Agreement and any Work Order(s) executed hereunder. 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 the Contractor reimbursement.

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance Shall Be Primary

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

8.28.7 Waivers of Subrogation

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

8.28.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under the Contractor's own policies or shall provide the County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and shall require that each subcontractor name the County and the Contractor as additional insureds

on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.28.10 Claims Made Coverage

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

8.28.11 Application of Excess Liability Coverage

Contractor 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.

8.28.12 Separation of Insureds

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

8.28.13 Alternative Risk Financing Programs

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

8.28.14 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.

8.29 INSURANCE COVERAGE

Contractor shall obtain and maintain for the term of the Master Agreement the insurance programs and coverages as specified in this Paragraph below.

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

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

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired and/or non-owned autos, as each may be applicable.

8.29.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.29.4 Professional Liability/Errors and Omissions

Insurance covering the Contractor's liability arising from or related to this any Work Order executed pursuant to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of at least three (3) years following expiration, termination or cancellation of all Work Orders executed under this Master Agreement.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement and shall ensure that all of its officers, employees and agents who perform Services under any Work Order executed pursuant to this Master Agreement obtain and maintain in effect during the term of this Master Agreement, all licenses,

permits, registrations, accreditations, and certificates required by law which are applicable to their performance of Services hereunder. All such licenses, permits, registrations, accreditations and certifications relating to Services hereunder shall be made available by Contractor to the County upon request.

8.31 LIQUIDATED DAMAGES

8.31.1 If, in the judgment of the Director, or authorized designee, the Contractor is deemed to be non-compliant with the terms or obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to and/or in lieu of other remedies provided herein, may withhold or deduct from the payments due to Contractor by County under any Work Order executed pursuant to this Master Agreement or otherwise withhold certain amount(s) for deficiently performed Services, including delays, as specified in this Paragraph below. A description of the deficiencies and the amount(s) to be deducted from payments due to Contractor or otherwise withheld will be provided to the Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

8.31.2 If the Director, or authorized designee, determines that there are deficiencies in the performance of any Work Order executed pursuant to this Master Agreement, which in the judgment of the Director, or authorized designee, are deemed correctable by the Contractor within a reasonably short period of time, the Director, or authorized designee, will provide a written notice to the Contractor to correct the deficiencies within a specified time frame. Should the Contractor fail to correct deficiencies within such time frame, the Director may:

- (a) To the extent applicable, deduct applicable pro rata portions of the amounts payable to Contractor; 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 the deficiencies within the specified time frame. The parties, therefore, hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, unless specified otherwise in the applicable executed Work Order, and the Contractor shall be liable to the County for liquidated damages in such amount. Any liquidated damages assessed by County under the Master Agreement shall be deducted or otherwise withheld from the County's payments due to the Contractor; and/or
- (c) Upon five (5) days' prior notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and deduct from County's payments due to Contractor or otherwise withhold the total costs incurred by the County for completion of the work by an alternate source, whether by County or a County engaged third party, as determined by the County.

8.31.3 Assessment by County of liquidated damages as described in this Paragraph above shall not be construed as a penalty, but as adjustment of payment(s) to the Contractor for County's recovery of the costs due to the

failure of the Contractor to complete or comply with the provisions of this Master Agreement or any Work Order executed hereunder.

8.31.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement or any Work Order executed hereunder provided by law or as otherwise specified in the Master Agreement or executed Work Order(s) and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement or any Work Order executed hereunder.

8.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE [IF APPLICABLE]

8.32.1 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 the Contractor to complete Exhibit E – Charitable Contributions Certification, 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.

8.32.2 Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General's Registry of Charitable Trusts.

8.32.3 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).

8.33 NON-EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

Contractor shall bring to the attention of the County's Program Manager or the equivalent specified in any Work Order executed pursuant to this Master Agreement, or authorized designee, any dispute between the County and the Contractor regarding the performance of Services under the Work Order. If such individual is not able to resolve the dispute on behalf of the County, the dispute shall be escalated for resolution to the MAPD, or authorized designee.

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.37 INTENTIONALLY OMITTED**8.38 NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be mailed by first-class registered or certified mail, postage prepaid, or emailed to the applicable contacts identified in Exhibit A – County’s Administration and Exhibit B – Contractor’s Administration. Contact information may be changed by either party by provision of a ten (10) days' prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of this Master Agreement, Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books and accounting records provided pursuant to Paragraph 8.42 – Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation resulting in this Master Agreement or any Work Order(s) executed hereunder, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements identified in the California Government Code Section 7921 et seq. (hereinafter "Public Records Act") and which are marked “trade secret”, “confidential” or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

8.40.2 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 any response to a solicitation resulting in this Master Agreement or any Work Order(s) executed hereunder, which is marked as “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.

8.41 PUBLICITY

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

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

8.41.2 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 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 Contractor shall maintain and, upon County's request, provide accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement during the term of the Master Agreement and for a minimum of five (5) years following its expiration or termination (hereinafter in this Paragraph 8.42 "retention period").

8.42.2 Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy and transcribe any pertinent transaction, activity or record relating to this Master Agreement, including any Work Order(s) executed hereunder (hereinafter for purposes of this Paragraph 42 "material"). All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and the duration of the retention period thereafter, or any longer period that may be specified in any Work Order executed hereunder, unless the County's written permission is given to dispose of any such records prior to such time. All such records shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such records are located outside Los Angeles County, then, at the County's option,

the Contractor shall pay the County for travel, per diem and any other costs incurred by the County to examine, audit, excerpt, copy and/or transcribe such records at such location outside of Los Angeles County.

In the event such records are maintained by Contractor at a location outside of Los Angeles County or if permitted by County, Contractor may satisfy the requirements of this Paragraph 8.42.2 by transmitting the records to County electronically, provided that (i) Contractor shall encrypt all records transmitted on networks outside of Contractor's control with Transport Layer Security (hereinafter "TLS") 1.2 or higher or Internet Protocol Security (hereinafter "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, or authorized designee, and (ii) all such records shall be rendered unusable, unreadable and indecipherable to unauthorized individuals. The parties may also agree on an alternate method of providing the requested records to County.

- 8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (hereinafter "SOC1") Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.42.5 If, at any time during the term of this Master Agreement or during the retention period after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (a) prepaid 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 for the work, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for

the provision of such work exceed the funds appropriated by the County for the work.

8.43 RECYCLED BOND PAPER

Consistent with the Board's 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.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor's services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 The Services provided under any Work Order executed pursuant to this Master Agreement may not be subcontracted **without the advance written approval of the County**, unless and to the extent specified otherwise in the Work Order. Any attempt by the Contractor to subcontract without the prior written consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information:

- A comprehensive 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.

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

8.45.4 Contractor shall remain fully responsible for all performances required of it under any Work Order(s) executed pursuant to this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.45.5 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under any Work Order(s) executed pursuant to this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

8.45.6 The Director, or designee, is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

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

8.45.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Certificate Holder, at:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.46 SURVIVAL

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

Paragraph 5.2 – No Payment for Services Provided Following Expiration/Termination of Master Agreement

Paragraph 7.5 – Confidentiality

Paragraph 8.6 – Compliance with Applicable Laws, Rules and Regulations

Paragraph 8.24 – Governing Law, Jurisdiction and Venue

Paragraph 8.27 – Indemnification

Paragraph 8.28 – General Provisions for All Insurance Coverage

Paragraph 8.29 – Insurance Coverage

Paragraph 8.42 – Record Retention and Inspection/Audit Settlement

Paragraph 8.46 – Survival

Paragraph 8.64 – Prohibition from Participation in Future Solicitations

Exhibit D – Acknowledgement and Confidentiality Agreement

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure by the Contractor to maintain compliance with the requirements set forth in Paragraph 8.15 – Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure by the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.50 – Termination for

Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure by the Contractor to maintain compliance with the requirements set forth in Paragraph 8.16 – Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure by the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 County may terminate this Master Agreement and any Work Order(s) executed hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination will become effective. The date upon which such termination will become effective shall be no less than ten (10) days after the notice is provided.

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

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

All material including books, records, documents and any other evidence bearing on the costs and expenses of the Contractor under this Master Agreement, including Work Order(s) executed hereunder, shall be maintained by the Contractor in accordance with Paragraph 8.42 – Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement and any Work Order(s) executed hereunder if, in the judgment of the Director or designee:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under any Work Order(s) executed pursuant to this Master Agreement; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order executed 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; or
- Contractor or any of its personnel providing Services under the Master Agreement (i) fail to comply with any directions or instructions by or on behalf of County issued pursuant to the Master Agreement, or (ii) may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

8.50.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.50.2 if its failure to perform this Master Agreement, including any Work Order executed 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, then Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.50 or that the default was excusable under the provisions of Paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.49 – Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this Paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 County may, by written notice to the Contractor, immediately terminate the right of 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 any Work Order hereunder or securing favorable treatment with respect to the award, amendment or extension of this Master Agreement or any Work Order hereunder or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement or any Work Order executed hereunder. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.52 TERMINATION FOR INSOLVENCY

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

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

8.52.2 The rights and remedies of the County provided in this Paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.53 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance under County Code Chapter 2.160. Failure on the part

of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may, in its sole discretion, immediately terminate or suspend this Master Agreement and any Work Order(s) executed hereunder.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.55 EFFECT OF TERMINATION

8.55.1 In the event of termination of this Master Agreement or any Work Order executed hereunder, as provided hereunder or upon the expiration of the Master Agreement or any Work Order, as applicable, and unless otherwise specified by the County in writing:

1. Contractor shall continue the performance of this Master Agreement or the Work Order, as applicable, to the extent not terminated;
2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and/or deliverables and Services and/or deliverables in progress on a media reasonably requested by County, if applicable;
3. Where such termination is not due to default or breach by the Contractor, the County will pay to the Contractor all sums due for Services properly performed through the effective date of such expiration or termination;
4. Contractor shall return to the County any monies paid in advance by the County, yet unearned by the Contractor, including any prepaid fees, no later than thirty (30) days after the date of the County's termination of any (or all) of the Work Order(s) under this Master Agreement and/or the Master Agreement, whether such termination is for convenience or any default or breach hereunder;
5. Contractor shall promptly return to the County any and all of the County's confidential information that relates to the portion of the Master Agreement or the Work Order terminated by the County on a media reasonably requested by the County; and
6. Termination or expiration of this Master Agreement shall also result in the termination of any and all Work Order(s) executed hereunder.

8.55.2 Expiration or termination of this Master Agreement for any reason will not release either party from any liabilities or obligations set forth in this Master Agreement, which (i) the parties have expressly agreed in writing will survive

any such expiration or termination, or (ii) which remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.56 TIME OFF FOR VOTING

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). At least ten (10) days before every statewide election, Contractor and each of its subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such Section 14000.

8.57 INTENTIONALLY OMITTED

8.58 VALIDITY AND SEVERABILITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement or any Work Order hereunder 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.

8.60.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and any Work Order(s) executed hereunder and, at its sole discretion, deduct from the amounts due to Contractor or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

8.61.2 If Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services

under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply and ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement, upon which County may, in its sole discretion, terminate this Master Agreement and any Work Order(s) executed hereunder.

8.63 COMPLIANCE WITH COUNTY POLICY OF EQUITY

Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (hereinafter "CPOE") (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, on behalf of itself, its employees and subcontractors, acknowledges and certifies receipt and understanding of the CPOE. Failure by 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.

8.64 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

A bidder, proposer or other respondent to a County solicitation or Contractor, as applicable, or a subsidiary or subcontractor thereof (hereinafter for purposes of this provision "Vendor"), is prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has provided advice or consultation for the solicitation. A Vendor is also prohibited from submitting a bid, proposal or other response to a County solicitation if the Vendor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Vendor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration or other termination of this Master Agreement.

8.65 INTELLECTUAL PROPERTY INDEMNIFICATION

8.65.1 Contractor shall indemnify, defend and hold harmless County from and against any and all liability, damages, costs, losses, fees 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/or utilization of Contractor's Services under this Master Agreement or any Work Order executed

hereunder, including any products of or tools, designs or methodologies used in the provision of Services hereunder.

8.65.2 In the event any product of or tool, design or methodology used in the provision of Services hereunder becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, Contractor, at its sole cost and expense, and provided that County's continued use of Contractor's Services is not materially impeded, shall do one or any of the following:

- Procure for County all rights to continued use of the questioned product, tool, design or methodology; or
- Replace the questioned product, tool, design or methodology with a non-questioned item; or
- Modify the questioned product, tool, design or methodology to render it free of claims.

8.66 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

8.67 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline or the Contractor provides at any time during the term of this Master Agreement 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 the Master Agreement, then such lower prices shall be immediately extended to the County.

8.68 CAMPAIGN CONTRIBUTION PROHIBITION

Pursuant to California Government Code Section 84308, Contractor and its agents and subcontractors are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving the Master Agreement and each Work Order executed thereunder.

By executing the Master Agreement, Contractor represents and warrants that neither it nor any of its agents or subcontractors shall make a contribution of more than \$250 to any County officer for a period of at least twelve (12) months following the effective date of each Work Order executed under the Mater Agreement.

Failure to comply with the provisions of California Government Code Section 84308 and of this Paragraph may be a material breach of the Master Agreement as determined in the sole discretion of County.

**MASTER AGREEMENT
FOR
HEALTHCARE ANCILLARY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of the Department of Health Services, or authorized designee, and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

<<CONTRACTOR NAME>>

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel

EXHIBIT A
COUNTY'S ADMINISTRATION

MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: Julio C. Alvarado

Title: Director, Contracts Administration & Monitoring

Address: 313 North Figueroa Street, 6th Floor – East
Los Angeles, CA 90012

Telephone: (213) 288-7819

Email Address: jalvarado@dhs.lacounty.gov

EXHIBIT B
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S PROGRAM DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: (xxx) xxx-xxxx _____
Email Address: [xxxxxxxx@xxxxxxxxxxx.xxx](#) _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: (xxx) xxx-xxxx _____
Email Address: [xxxxxxxx@xxxxxxxxxxx.xxx](#) _____

Name: _____
Title: _____
Address: _____

Telephone: (xxx) xxx-xxxx _____
Email Address: [xxxxxxxx@xxxxxxxxxxx.xxx](#) _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: (xxx) xxx-xxxx _____
Email Address: [xxxxxxxx@xxxxxxxxxxx.xxx](#) _____

EXHIBIT C
CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME _____

County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into the County Master Agreement identified above (hereafter "County Master Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County Master 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 County Master Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County 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. 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 understands and agrees that if it or Contractor's Staff 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Master Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any data or information received.

Contractor agrees that it and Contractor's Staff shall 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's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Master Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Master Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT E
CHARITABLE CONTRIBUTIONS CERTIFICATION
[IF APPLICABLE]

Vendor/Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Vendor or Contractor is exempt from the California Nonprofit Integrity Act.

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.

☐ The 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 or Contractor 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 **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General’s Registry of Charitable Trusts.

Signature

Date: - -

Name of Signer: _____

Title: _____

EXHIBIT F
EXECUTED WORK ORDERS

[INCORPORATED BY REFERENCE]