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TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

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January 24, 2017

SENT VIA EMAIL

Dear Interested Party:

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR THE PROVISION OF MORTUARY SERVICES

The County of Los Angeles (County) Treasurer and Tax Collector (TTC), Public Administrator Division (PA) is issuing this Request for Statement of Qualifications (RFSQ) for the provision of Mortuary Services. Establishments/Vendors determined to be qualified will be added to a Master List of Mortuary Service Providers (Master List) the PA will use to provide these services. The Master List will have an initial term of five years unless sooner terminated or extended in whole or in part by the option of the County.

The RFSQ can be downloaded from the Internet by either accessing the County's website at <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Bids" and then "List by Department," and then selecting the "Treasurer and Tax Collector." Alternatively, the RFSQ can also be downloaded from the TTC's website at <http://ttc.lacounty.gov> by clicking on the "TTC Contract Opportunities" link. Potential proposers should take care to download and review the entire RFSQ.

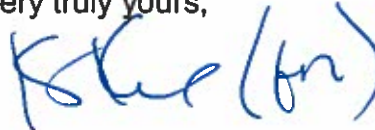
The RFSQ contains the service requirements, Statement of Qualifications (SOQ) content and format requirements, a description of the SOQ selection process, and a sample Master Agreement. Establishments/Vendors that meet the minimum requirements identified in Section 1.4, Establishment/Contractor's Minimum Qualifications, of the RFSQ are invited to submit an SOQ to provide the services described further in Appendix I, Statement of Work, of the RFSQ. Potential Establishments/Vendors should carefully review the RFSQ and ensure their SOQ complies with all RFSQ requirements.

Two optional Establishment/Vendors' Conferences (Conference) will be held to answer questions regarding the written specifications of the RFSQ. The first Conference will be held at **10:00 a.m. Pacific Time (PT), on Tuesday, February 7, 2017**, at the Quartz Hill Public Library, 42018 N. 50th St., West, Quartz Hill, California 93536. The Second Conference will be held at **2:00 p.m. PT, on Thursday, February 9, 2017**, at the Kenneth Hahn Hall of Administration, 500 West Temple Street, Conference Room 140, Los Angeles, California 90012. To register to attend, please call Kathy Gomez, Contracts Section, at (213) 974-7360 or send an email to contracts@ttc.lacounty.gov no later than Monday, February 6, 2017.

Interested Party
January 24, 2017
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The SOQs must be prepared in accordance with Section 2.0, Instructions to Establishments/Vendors, of the RFSQ. **SOQs are due by 5:00 p.m. Pacific Time, on Tuesday, March 7, 2017**, and shall be delivered or mailed to the **TTC, Contracts Section, 500 West Temple Street, Room 437, Los Angeles, California 90012**. SOQs received after the initial submission deadline, during the term of the Contract, will be reviewed on a regular basis for subsequent inclusion on the Master List.

Very truly yours,



JOSEPH KELLY
Treasurer and Tax Collector
ex officio Public Administrator

JK:KK:NK
EVT:KAG:ae

Mort RFSQ 2017 Cover Letter 1-23-17 Final kkk evt ae



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
OFFICE OF THE PUBLIC ADMINISTRATOR**

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

MORTUARY SERVICES

JANUARY 2017

**PREPARED BY
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
MORTUARY SERVICES
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APPENDIX B: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX C: County of Los Angeles Policy on Doing Business with Small Business

APPENDIX D: Jury Service Ordinance

APPENDIX E: Listing of Contractors Debarred in Los Angeles County

APPENDIX F: IRS Notice 1015

APPENDIX G: Safely Surrendered Baby Law

APPENDIX H: Sample Master Agreement

APPENDIX I: Statement of Work (SOW)

APPENDIX I1: SOW Attachments

Attachment 1: Mortuary Services Agreement

Attachment 2: Pricing Schedule

Attachment 3: Initial Decedent Referral

Attachment 4: Creditor's Claim Form

Attachment 5: Information Security Requirements

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Attachment 7: Security/Data Exchange Requirements

APPENDIX J: SOW and Sample Master Agreement Technical Exhibits

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1.0 GENERAL INFORMATION

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is administrating this Request for Statement of Qualifications (RFSQ) on behalf of the County's Office of the Public Administrator (PA or Department).

1.1 General Overview

- 1.1.1 In accordance with sections 7600 et seq. of the Probate Code, and 7100 et seq. of the Health and Safety Code, the PA may provide the administration of decedent estates and disposition of decedent remains. The PA is seeking qualified mortuary establishments (Establishment/Vendor) by way of this RFSQ to provide mortuary services for decedents whose estates are being administered by the PA.
- 1.1.2 The PA intends to utilize the Mortuary Master List (List) in the selection of a mortuary when either by will, written burial instructions, written pre-need contract, oral designation supported by affidavits, or other means, the decedent selection of a mortuary is not known, or when selection by the next of kin is not made or other disposition as directed by the PA.
- 1.1.3 In the event a decedent has contracted for mortuary services during life (pre-need services) with a mortuary that is not included on the list, the decedent's wishes will be accommodated to the extent the decedent's estate has assets.
- 1.1.4 The List shall be effective for five years commencing upon approval and execution of the Agreement(s) by the TTC, unless sooner terminated or extended in whole or in part, with three one-year options and/or six month-to-month extensions, for a maximum total Master Agreement term of eight years and six months. Each such option and extension shall be exercised at the sole discretion of the County.
- 1.1.5 Establishments/Vendors included on the List must be able to provide an array of services necessary for the funeral and arrangements for the disposition of a decedent in a manner that is in accordance with the decedent's wishes, and/or the PA's instructions and in compliance with the applicable federal, state, county and local laws, ordinances, and regulations.
- 1.1.6 An SOQ that is submitted either on or after March 7, 2017, or upon the release of a subsequent solicitation for mortuary services, from an Establishment/Vendor that is suspended by the

PA (e.g., DOJ failure of the funeral director or the embalmer, failure to comply with a CAP or to timely resolve complaints [Appendix H, Section 8.4], conflict of interest [Appendix H, Section 8.8], evidence of a bribe or attempt to bribe [Gratuities, Section 1.23 below], discovery that the Establishment/Vendor is not responsive or responsible in some manner that may or may not lead to debarment, etc.) will be rejected.

- 1.1.7 An Establishment/Vendor, including the principle owner(s) of an Establishment/Vendor that appears on the Listing of Contractors Debarred in the County or Federal Excluded Parties List shall not be included on the List.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Establishment/Vendor's minimum qualifications, provides information regarding some of the requirements of the Master Agreement, and the solicitation process.
- **INSTRUCTIONS TO ESTABLISHMENTS/VENDORS:** Contains instructions to Establishments/Vendors in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected, and qualified.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ (includes Exhibit 13, Pricing Schedule).
 - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to the Department requesting a Solicitation Requirements Review.
 - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
 - **D - JURY SERVICE ORDINANCE:** County Code.

- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.
- **I - STATEMENT OF WORK (SOW):** Explains in detail the services the Contractor is required to perform.
- **I1 - SOW ATTACHMENTS:** Provides examples and historical information of services and required reports.
- **J - SOW AND SAMPLE MASTER AGREEMENT TECHNICAL EXHIBITS:** Identifies Contractor's performance requirements.
- **K - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix H, Master Agreement, Section 2.0, Definitions.

1.4 Establishment/Vendor's Minimum Qualifications

Interested and qualified Establishments/Vendors that meet all the Minimum Qualifications stated below are invited to submit an SOQ.

- 1.4.1 Establishment/Vendor must provide evidence that it has been in business for at least three years providing the required services equivalent or similar to the services identified in Appendix I: SOW.

In the event the firm itself does not have the requisite three years, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or similar to the required services identified in Appendix I: SOW, may be

- considered in meeting this requirement in the County's sole discretion. Establishment/Vendor must provide a written detailed description and/or resume demonstrating its Principal's three years of experience to fulfill this requirement.
- 1.4.2 Establishment/Vendor must have an administrative business office located within the County or within a county contiguous to the County with a responsible person(s) to maintain all required records specified in this RFSQ. The Establishment/Vendor must provide the address of its business office in its SOQ.
- 1.4.3 Establishment/Vendor must provide evidence of having at least one Mortuary business location within the borders of the County of Los Angeles to perform Mortuary Services.
- 1.4.4 Establishment/Vendor must provide evidence of having a valid funeral establishment license issued by the California Department of Consumer Affairs, Cemetery and Funeral Bureau (CF Bureau) for each location within the County.
- 1.4.5 Establishment/Vendor must provide evidence of financial stability sufficient to maintain a Mortuary business (e.g., by providing evidence it has been in operation for more than three years; or has branched off from another business which operated for more than three years; or is taking over for a former business which has operated for more than three years; or has a strong cash flow on its financial statements; or has substantial cash reserves in its bank account).
- 1.4.6 Establishment/Vendor must provide evidence that one employee or owner possesses a valid funeral director license issued by the CF Bureau.
- 1.4.7 Funeral Director and other persons who have contact with the PA and the public shall be able to communicate effectively in English both orally and in writing.
- 1.4.8 Establishment/Vendor's proposed Contract Manager and Alternate Contract Manager must have a minimum of three years of documented experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment or with another firm. The Establishment/Vendor must provide a written detailed description and/or resume demonstrating the Contract Manager and the Alternate Contract Manager's three years of experience to fulfill

this requirement and submit this documentation with its SOQ Submission.

- 1.4.9 Establishment/Vendor's proposed staff member(s) for the Master Agreement must have at least three years of documented experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment/Vendor or with another firm. Establishment/Vendor must provide a written detailed description and/or resume demonstrating the Establishment/Vendor's proposed staff members' three years' experience to fulfill this requirement and submit this documentation with their SOQ.
- 1.4.10 Establishment/Vendor must provide evidence of employing at least one full-time funeral director licensed by the CF Bureau for each location or as allowed by the CF Bureau. If a full-time director is not provided for each location, documentation from the CF Bureau is required.
- 1.4.11 Establishment/Vendor must provide evidence of employing or having reasonable access to at least one embalmer with a valid embalmer license issued by the CF Bureau.
- 1.4.12 As appropriate, Establishment/Vendor must provide evidence of a valid embalmer apprentice license issued by the CF Bureau.
- 1.4.13 Establishment/Vendor must provide a listing of subcontractors, if any, and the goods/services the subcontractor(s) will provide.
- 1.4.14 Establishment/Vendor must provide an Organizational Chart listing the names and positions of each administrative and/or management staff as well as all professional staff, including staff licensed by the CF Bureau.
- 1.4.15 Establishment/Vendor must be found to be Responsive and Responsible, such finding to include but not be limited to the timely scheduling and complete fulfillment of agreed mortuarial and funerary services, provision of quality care in the treatment of decedent remains, and financial integrity in the conduct of the Establishment/Vendor's business affairs (e.g., by providing evidence of contractual relationships with cemeteries spanning a period of three or more years; no complaints on record with the State of California Department of Consumer Affairs or County Department of Consumer and Business Affairs covering the past three years; has a business facility where funerary services can be held). The Establishment/Vendor must provide a written

statement attesting to its ability to meet this requirement in its SOQ.

1.5 Intentionally Omitted

1.6 Master Agreement Process

The objective of this RFSQ process is to secure qualified Establishments/Vendors to provide Mortuary Services for the PA. Qualified licensed Establishments/Vendors that can provide services in the County are invited to apply. Current Establishments/Vendors are required to reapply should they seek to be included on the new List. Specific tasks and deliverables are discussed in detail in Appendix I, SOW, of this RFSQ.

- 1.6.1 Establishments/Vendors submitting SOQs will be evaluated on their satisfaction of the Minimum Qualifications stated above on a “pass-fail” basis. SOQs demonstrating satisfaction of all Minimum Qualifications, to the satisfaction of the TTC, will be determined qualified for the provision of mortuary services to the PA.
- 1.6.2 Master Agreements will be executed with all Establishments/Vendors determined to be qualified. Those qualified Establishments/Vendors will then be added to the List.
- 1.6.3 Upon the effective date of the resulting List, only Establishments/Vendors included on the List will be selected by the PA to provide mortuary services on an as needed basis. There is no minimum or maximum usage guaranteed to any Establishment/Vendor included on the List. Payment for all services shall be in accordance with the SOW.
- 1.6.4 Additional Establishments may be added to the List as their SOQs are submitted, evaluated by the TTC for satisfaction of all Minimum Qualifications, and determined to be qualified.

1.7 Master Agreement Term

- 1.7.1 The Master Agreement shall be for five years commencing upon approval and execution of the Agreement(s) by the TTC, unless sooner terminated or extended in whole or in part, with up to three one-year renewal options and/or six month-to-month extensions, for a maximum total Contract Term of eight years and six months. Each such extension shall be exercised at the sole discretion of the TTC throughout the Term of the Master Agreement to meet the needs of the County.

- 1.7.2 TTC will accept SOQs from Prospective Establishments/Vendors on behalf of the PA throughout the duration of this Agreement Term or until the release of a subsequent solicitation document for mortuary services. The Establishment/Vendor's eligibility to be selected to provide services to the PA will be effective upon the date of the Establishment/Vendor's inclusion to the List. The PA may remove an Establishment/Vendor from the List at any time as set forth in the SOW.
- 1.7.3 An Establishment/Vendor that has been removed or suspended from the List by the PA may submit a SOQ upon meeting the minimum requirements and/or upon expiration of the suspension period imposed by the PA.

1.8 County Rights and Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, a Prospective Establishment/Vendor's failure to respond to the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012
E-mail address: contracts@ttc.lacounty.gov
Fax Number: (213) 687-4857
Attn: Kathy Gomez

If it is discovered that an Establishment/Vendor contacted and received information from any County personnel, other than the person specified

above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to execution of a Master Agreement, all potential Establishments/Vendors must register in the County's WebVen. The WebVen contains the Establishment/Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

1.11 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by an Establishment/Vendor in connection with preparation and submittal of any SOQ.

1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Establishment/Vendor may request a review of the requirements under this solicitation, as described in Section 1.12.3 below. Additionally, any actual Establishment/Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on an Establishment/Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County to do so.

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Section 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference Section 3.2 in the Review/Selection/Qualification Section)

1.13 Notice to Establishment/Vendor Regarding Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as the Master Agreement is awarded to the qualified Establishment/Vendor(s), all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Establishment/Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Establishment/Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Establishment/Vendor shall be required to comply with the Indemnification provisions contained in Appendix H, Master Agreement, Section 8.22. Establishment/Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H, Master Agreement, Sections 8.23 and 8.24.

1.15 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan, and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Establishments/Vendors may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

1.16 Injury and Illness Prevention Program

Establishment/Vendor shall be required to comply with the state of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a

written, effective IIPP that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

All Contractor employees performing funeral director or embalming work under the Contract may be required to undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under the Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal level review, which may include, but not limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to: bribery; robbery; theft; fraud; embezzlement; forgery; extortion and perjury; possession, sale, or attempt to sell a controlled substance; possession, sale, or attempt to sell stolen property; or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions or failure of the funeral director or the embalmer to comply with a CAP or to timely resolve complaints (Appendix H, Section 8.4), conflict of interest (Appendix H, Section 8.8), evidence of a bribe or attempt to bribe (Gratuities, Section 1.23 below), discovery that the establishment is not responsive or responsible in some manner that may or may not lead to debarment, etc. The fees associated with background investigation shall be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

1.18 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision Section 7.7 and the Independent Contractor Status Section 8.21 in Appendix H, Master Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of an Establishment/Vendor for this RFSQ or any competing RFSQ, nor to influence the selection of an Establishment/Vendor for receipt of mortuary services requests, nor any spouse of economic dependent of such employees, shall be employed in any capacity by an Establishment/Vendor or have any other direct or indirect financial interest in the selection of an Establishment/Vendor. Establishment/Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the County Code as stated in Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest.

1.20 Determination of Establishment/Vendor Responsibility

- 1.20.1 A responsible Establishment/Vendor is an Establishment/Vendor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Establishments/Vendors.
- 1.20.2 Establishments/Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Establishment is responsible based on a review of the Establishment's performance on any contracts including, but not limited to, County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Establishment/Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Establishment/Vendor had no knowledge shall not be the basis of a determination that the Establishment/Vendor is not responsible.
- 1.20.3 The County may declare an Establishment/Vendor to be non-responsible for purposes of this Master Agreement if the County in its discretion, finds that the Establishment/Vendor 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 Establishment/Vendor'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 omission 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.
- 1.20.4 If there is evidence that the Establishment/Vendor may not be responsible, the Department shall notify the Establishment/Vendor in writing of the evidence and the Department's intention to find the Establishment/Vendor not responsible. The Department shall provide the Establishment/Vendor and/or the Establishment/Vendor's representative with an opportunity to present evidence as to why the Establishment/Vendor should be found to be responsible and to rebut the Department's evidence.

- 1.20.5 If the Establishment/Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence and make its decision whether or not the Establishment/Vendor is responsible. The final decision concerning the responsibility of the Establishment/Vendor shall reside with the County.
- 1.20.6 These terms shall also apply to proposed subcontractors of Establishments/Vendors on County contracts.

1.21 Establishment/Vendor Debarment

- 1.21.1 The Establishment/Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Establishment/Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Establishment/Vendor's existing contracts with the County, if the County finds, in its discretion, that the Establishment/Vendor 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 Establishment/Vendor'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.
- 1.21.2 If there is evidence that the Establishment/Vendor may be subject to debarment, the Department shall notify the Establishment/Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Establishment/Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Establishment/Vendor and/or Establishment/Vendor'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 Establishment/Vendor

should be debarred, and, if so, the appropriate length of time of the debarment. The Establishment/Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors' (Board).

- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If an Establishment/Vendor has been debarred for a period longer than five years, that Establishment/Vendor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Establishment/Vendor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Establishment/Vendor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to

the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.21.8 These terms shall also apply to proposed subcontractors of Establishments/Vendors on County contracts.

1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the County's Debarment List.

1.22 Establishment/Vendor Adherence to County Child Support Compliance Program

Establishment/Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from an Establishment/Vendor with the implication, suggestion, or statement that the Establishment/Vendor's provision of the consideration may secure more favorable treatment for the Establishment/Vendor in the award of a Master Agreement or that the Establishment/Vendor's failure to provide such consideration may negatively affect the County's consideration of the Establishment/Vendor's submission. An Establishment/Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.23.2 Establishment/Vendor Notification to County

An Establishment/Vendor shall immediately report any attempt by a County officer, employee or agent 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Establishment/Vendor's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Establishments/Vendors Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in the County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Establishment/Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by the County Code Section 2.160.010, retained by the Establishment/Vendor is in full compliance with Chapter 2.160 of the County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 5, as part of their SOQ.

1.25 Federal Earned Income Credit

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

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, Establishments/Vendors shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater

Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Establishments/Vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the Establishment/Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Establishments/Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Establishments/Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 9, as part of their SOQ.

1.27 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the Department will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the Department determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the Department may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.28 Recycled Bond Paper

Establishment/Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement, Section 8.38.

1.29 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 County Policy on Doing Business with Small Business

- 1.30.1 The County has multiple programs that address small businesses. The Board encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise (LSBE) Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in Section 1.32 of this Section.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in Section 1.31 of this Section.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H, Master Agreement, Section 8.7, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or

more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.

- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 10, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

1.32 Local Small Business Enterprise Preference Program

- 1.32.1 In reviewing Work Order Bids, the County will give Local Small Business Enterprise (LSBE) preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State's Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.
- 1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.
- 1.32.3 Certified LSBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>.

1.33 LSBE Prompt Payment Program

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Establishment/Vendor shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Establishment/Vendor on Required Form - Exhibit 1A - Establishment/Vendor's Organization Questionnaire/Affidavit and CBE Information. Failure of the Establishment/Vendor to provide this information may eliminate its SOQ from any further consideration.

1.35 Social Enterprise Preference Program

1.35.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a Social Enterprise (SE), consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

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

Contractor shall be required to comply with the Administrative Simplification requirements of the federal HIPAA as in effect and as may be amended, at the Business Associate level of compliance, as contained in Appendix H, Sample Contract, Exhibit I.

1.37 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix K, and the pertinent provisions of the Sample Master Agreement, Appendix H, Section 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Vendors shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 11 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.38 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.38.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the DCBA inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

- 1.38.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA's inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.
- 1.38.3 Certified DVBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.38.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.dgs.ca.gov/pd/Home.aspx>.
- 1.38.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.39 Time Off for Voting

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

1.40 Contractor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Exhibit 13 (Zero Tolerance Human Trafficking Policy Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix H (Sample Master Agreement). Further, Vendors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

2.0 INSTRUCTIONS TO ESTABLISHMENTS/VENDORS

This Section contains key project dates and activities as well as instructions to Establishments/Vendors in how to prepare and submit their SOQ.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

(Please note that all times listed below are Pacific Time [PT].)

- Release of RFSQ 1/24/17
- Request for a Solicitation Requirements Review Due 2/6/17
(10 business days after release of solicitation document)
- First Optional Establishments/Vendors' Conference 2/7/17
(Begins at 10:00 a.m. PT)
- Second Optional Establishments/Vendors' Conference 2/9/17
(Begins at 2:00 p.m. PT)
- Written Questions Due by 5:00 p.m. PT 2/16/17
- Questions and Answers Released on or about 2/21/17
- Initial SOQ Due by 5:00 p.m. PT 3/7/17

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria, and/or business requirements unfairly disadvantages the person or entity; or
 - b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Establishment/Vendor.

The Solicitation Requirements Review shall be completed on or about February 6, 2017, and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All Requests for Solicitation Requirements Review shall be submitted to:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012
Attn: Kathy Gomez

2.5 Establishments/Vendors' Questions

Establishments/Vendors may submit written questions regarding this RFSQ by mail, fax, or e-mail to the individual identified below. All questions must be received by February 16, 2017. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions please specify the RFSQ section number and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Establishments/Vendors, or due to unclear instructions, may result in the County not receiving the best possible responses from Establishment/Vendor.

Questions should be addressed to:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012
E-mail address: contracts@ttc.lacounty.gov
Fax Number: (213) 687- 4857
Attn: Kathy Gomez

2.6 Optional Establishments/Vendors' Conferences

Two Establishments/Vendors' Conferences will be held to discuss the RFSQ. County staff will respond to questions from potential Establishments/Vendors.

The first conference is scheduled as follows:

Location: County of Los Angeles
Quartz Hill Public Library
42018 N. 50th St., West
Quartz Hill, California 93536

Date: Tuesday, February 7, 2017

Time: 10:00 a.m. PT

The second conference is scheduled as follows:

Location:

County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 140
Los Angeles, California 90012

Date: Thursday, February 9, 2017

Time: 2:00 p.m. PT

Establishments/Vendors planning to attend should call (213) 974-7360 or email contracts@ttc.lacounty.gov to register for the Establishments/Vendors' Conference.

The purpose of the Establishments/Vendors' Conferences is to answer all questions concerning the written specifications of this RFSQ in the presence of all firms interested in providing services to the County. The County representatives will not hold any private or unilateral consultations before or after the conference that may give any one Establishments/Vendor advantage over another in responding to this RFSQ.

All firms in attendance at the Establishments/Vendors' Conferences are to ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the firm. The sign-in sheet will serve as evidence that a firm was present at the Establishments/Vendors' Conference and a mailing list for disseminating any addendum/addenda to the RFSQ, subsequent to the Establishments/Vendors' Conference, if the County determines that such addendum/addenda is necessary.

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

All SOQ's must be typed on 8½" x 11" white bond paper, bound and submitted in the prescribed format. Section tabs are not required but may be included to improve readability. The original SOQ and each copy shall be individually bound in a secure manner with a protective covering that allows for easy removal of documents marked proprietary or confidential. The SOQ's are to be made based on the contents of this RFSQ and according to the format indicated in this Section 2.7. The County shall

assume no responsibility for any misunderstanding or representations concerning information provided, or conditions given, by any of its employees prior to the execution of a Master Agreement unless it is included in the RFSQ or in an addendum to the RFSQ.

In preparing the written SOQ, the Establishment/Vendor should do so in its own words and not copy the language in the RFSQ. The Establishment/Vendor should ensure that the SOQ responds completely and thoroughly to all of the requirements set forth in this RFSQ. The objective of the SOQ submission is for the TTC to ascertain the Establishment/Vendor's ability to provide or exceed the required services. In addition, specific information is requested from all Establishments/Vendors to ensure that the SOQ's can be fairly compared and evaluated in a standard manner. Only that information which is contained in the SOQ will be evaluated.

The content and sequence of the SOQ must be as follows:

- Transmittal Letter
- Table of Contents
- Establishment/Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Proof of Licenses (Section D)
- Quality Control Plan (Section E)

2.7.1 Transmittal letter

The transmittal letter must be a maximum of one page, transmitting the SOQ on the Establishment/Vendor's stationery. The transmittal letter must include the Establishment/Vendor's name, address, e-mail address, telephone, and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Establishment/Vendor. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Establishment/Vendor and to bind the applicant in a Master Agreement.** The letter shall indicate whether or not the Establishment/Vendor intends to perform the Master Agreement as a single Establishment/Vendor. The letter must contain a statement indicating that the Establishment/Vendor will bear sole and complete responsibility for all work as defined in Appendix I, SOW.

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of

the material, identified by sequential page numbers and by section reference numbers.

2.7.3 Establishment/Vendor's Qualifications (Section A)

Demonstrate that the Establishment/Vendor's organization has the experience to perform the required services. The following sections must be included:

A. Establishment/Vendor's Background and Experience (Section A.1)

The Establishment/Vendor shall complete, sign, and date the Establishment/Vendor's Organization Questionnaire/Affidavit – Exhibit 1A as set forth in Appendix A. **The person signing the form must be authorized to sign on behalf of the Establishment/Vendor and to bind the Establishment/Vendor in a Master Agreement.** Provide a summary of relevant background information to demonstrate that the Establishment/Vendor meets the minimum qualifications stated in Section 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity. In addition to the summary, complete and submit Exhibit 1B, Project Staff Background, with the firm's proposal.

1. Establishment/Vendor must provide evidence that it has been in business for at least three years providing the required services equivalent or similar to the services identified in Appendix I: SOW.

In the event the firm itself does not have the requisite three years, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or similar to the required services identified in Appendix I: SOW, may be considered in meeting this requirement in the County's sole discretion. Establishments/Vendor must provide a written detailed description and/or resume demonstrating its Principal's three years of experience to fulfill this requirement.

2. Establishment/Vendor must have an administrative business office located within the County or within a county contiguous to the County with a responsible person(s) to maintain all required records specified in this RFSQ.

3. Establishment/Vendor must provide evidence of having at least one Mortuary business location within the borders of the County of Los Angeles to perform Mortuary Services.
4. Establishment/Vendor must provide evidence of having a valid funeral establishment license issued by the CF Bureau for each location within the County.
5. Establishment/Vendor must provide evidence of financial stability sufficient to maintain a Mortuary business (e.g., by providing evidence it has been an going concern for more than three years; or has branched off from an going concern which operated for more than three years; or is taking over for a former going concern which has operated for more than three years; or has a strong cash flow on its financial statements; or has substantial cash reserves in its bank account).
6. Establishment/Vendor must provide evidence that one employee or owner possesses a valid funeral director license issued by the CF Bureau.
7. Funeral Director and other persons who have contact with the PA and the public shall be able to effectively communicate in English both orally and in writing.
8. Establishment/Vendor's proposed Contract Manager and Alternate Contract Manager must have a minimum of three years of documented experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment/Vendor or with another firm.
9. Establishment/Vendor's proposed staff member(s) for the Master Agreement must have at least three years of documented experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment/Vendor or with another firm.
10. Establishment/Vendor must provide evidence of employing at least one full-time funeral director licensed by the CF Bureau for each location or as allowed by the CF Bureau. If a full-time director is not provided for

each location, documentation from the CF Bureau is required.

11. Establishment/Vendor must provide evidence of employing or having reasonable access to at least one embalmer with a valid embalmer license issued by the CF Bureau.
12. As appropriate, Establishment/Vendor must provide evidence of a valid embalmer apprentice license issued by the CF Bureau.
13. Establishment/Vendor must provide a listing of subcontractors, if any, and the goods/services the subcontractor(s) will provide.
14. Establishment/Vendor must provide an Organizational Chart listing the names and positions of each administrative and/or management staff as well as all professional staff, including staff licensed by the CF Bureau.
15. Establishment/Vendor must be found to be Responsive and Responsible, such finding to include but not be limited to the timely scheduling and complete fulfillment of agreed mortuarial and funerary services, provision of quality care in the treatment of decedent remains, and financial integrity in the conduct of the Establishment/Vendor's business affairs (e.g., by providing evidence of contractual relationships with cemeteries spanning a period of three or more years; no complaints on record with the Department of Consumer Affairs covering the past three years; has a business facility where funerary services can be held).

Based on the structure of the Establishment/Vendor's organization, the Establishment/Vendor shall submit the required documents below. If the Establishment/Vendor's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Establishment/Vendor's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Establishments/Vendors must request the appropriate documents from the California

Secretary of State and provide a statement on the status of the request.

Required Support Documents:

Corporations or Limited Liability Company (LLC):

The Establishment/Vendor must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership:

The Establishment/Vendor must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Establishment/Vendor's References (Section A.2)

It is the Establishment/Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify an Establishment/Vendor if:

- References fail to substantiate Establishment/Vendor's description of the services provided; or
- References fail to support that Establishment/Vendor has a continuing pattern of providing capable, productive and skilled personnel, or
- The Department is unable to reach the point of contact with reasonable effort. It is the Establishment/Vendor's responsibility to inform the point of contact of normal working hours.

The Establishment/Vendor must complete and include Required Forms, Exhibits 6, 7, and 8 as set forth in Appendix A.

- Prospective Contractor References, Exhibit 6:
Establishment/Vendor must provide three references where the same or similar scope of services were provided.
- Prospective Contractor List of Contracts, Exhibit 7:
The listing must include all Public Entities contracts for the last three years. A photocopy of this form should be used if necessary.
- Prospective Contractor List of Terminated Contracts, Exhibit 8: Listing must include contracts terminated within the past three years with a reason for termination.

C. Establishment/Vendor's Pending Litigation and Judgments (Section A.3)

Identify by name, case and court jurisdiction any pending litigation in which Establishment/Vendor is involved, enforcement actions by regulators (resulting in fines), or judgments against Establishment/Vendor in the past five years. Provide a statement describing the size and scope of any pending or threatening litigation against the Establishment/Vendor or principals of the Establishment/Vendor.

2.7.4 Required Forms (Section B)

Include all forms identified in Appendix A – Required Forms.

2.7.5 Proof of Insurability (Section C)

Establishment/Vendor must provide proof of insurability that meets all insurance requirements set forth in the Appendix H - Master Agreement, Sections 8.23 and 8.24. If an Establishment/Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Establishment/Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.6 Proof of Licenses and/or Permits (Section D)

Provide copies of all applicable licenses and/or permits. When a license specifies the post office address of the activity licensed, the licensee may conduct such activity only at the address specified in the license.

- Prospective Establishment/Vendor's valid Funeral Director's License issued by the CF Bureau.
- Prospective Establishment/Vendor's valid Mortuary License issued by the CF Bureau.
- Provide evidence of employing or having reasonable access to at least one embalmer with a valid embalmer license issued by the CF Bureau.
- If applicable, provide evidence of a valid embalmer apprentice license issued by the CF Bureau.
- Other applicable licenses for Establishment/Vendor's staff.
- Business License
- Fictitious Business Name Filing.
- Articles of Incorporation, as appropriate.

2.7.7 Quality Control Plan (Section E)

Establishment/Vendor must provide a Quality Control Plan as part of the SOQ to assure the County a consistently high level of service. The Quality Control Plan shall include, at a minimum, the method for ensuring the requirements set forth in Paragraph 15.0, Quality Control Plan of Appendix I, SOW.

2.8 SOQ Submission

- 2.8.1 The original SOQ and two complete numbered copies of the original SOQ shall be bound in the manner described in Section 2.7, Preparation and Format of the SOQ. The original and the two complete copies must be submitted enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name

and address of the Prospective Establishment/Vendor and bear the words.

“SOQ FOR MORTUARYSERVICES, PA 2017-01”

The SOQ and any related information shall be delivered or mailed to:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 437
Los Angeles, California 90012
Attn: Kathy Gomez

- 2.8.2 **It is the sole responsibility of the submitting Establishment/Vendor to ensure that its SOQ is received by the initial List submission deadline of March 7, 2017, at 5:00 p.m., identified in Section 2.3. Submitting Prospective Establishment/Vendor shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile or e-mail copies will be accepted.**
- 2.8.3 SOQs received after the initial submission deadline, during the term of the Contract, will be reviewed on a regular basis for inclusion on the List.
- 2.8.4 Any Establishment/Vendor that has been removed or suspended from the List may submit a new SOQ in accordance with this RFSQ.
- Any SOQ that is not in accordance with this RFSQ referenced above will be rejected.
 - Any SOQ that is submitted prior to the expiration of the suspension period imposed by the PA will be rejected.
 - If any Establishment/Vendor and/or the principal owner(s) of an Establishment/Vendor appear on the County Debarment List, State Debarment List and/or the Federal Excluded Parties List, the Establishment/Vendor shall be removed immediately from the List or the SOQ shall be rejected as appropriate.

- All SOQs shall be firm offers and may not be withdrawn for a period of 270 days following the last day to submit SOQ's.

2.9 Acceptance of Terms and Conditions of Master Agreement

Establishments/Vendors understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix H, Master Agreement.

2.10 SOQ Withdrawals

The Establishment/Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012
Attn: Kathy Gomez

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

Each SOQ submitted will be subject to a detailed review by TTC staff. Prospective Establishment/Vendor must submit its completed SOQ by March 7, 2017, at 5:00 p.m. in order to be considered for the initial List scheduled to commence upon approval and execution of the Agreement by the TTC. Subsequent submissions of SOQs will be reviewed on a flow basis, following the initial List commencement throughout the entire Agreement Term or until a subsequent solicitation document is released.

3.1.1 Adherence to Minimum Qualifications

County shall review the Establishment/Vendor's Organization Questionnaire/Affidavit – Exhibit 1A of Appendix A, Required Forms, and determine if the Establishment/Vendor meets the minimum qualifications as outlined in Section 1.4 of this RFSQ.

Failure of the Establishment/Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration.

The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

3.1.2 Establishment/Vendor's Qualifications (Section A)

County's review shall include the following:

- Establishment/Vendor's Background and Experience as provided in Section A.1 of the SOQ.
- Establishment/Vendor's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Establishment/Vendor as provided in Section A.3.

3.1.3 Required Forms

All forms listed in Section 2, Section 2.7.3 must be included in **Section B** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.5 Proof of Licenses and/or permits

Review the proof of licenses and/or permits provided in **Section D** of the SOQ.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an Establishment/Vendor's SOQ is disqualified due to an Establishment/Vendor's non-responsiveness, the Department shall notify the Establishment/Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Establishment/Vendor may submit a written request for a Disqualification

Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is an Establishment/Vendor;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Establishment/Vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Selection/Qualification Process

- 3.3.1 The TTC will select qualified, responsive, and responsible Establishments/Vendors that have the ability to provide mortuary services in the County.
- 3.3.2 The TTC intends that the List commence upon approval and execution of the Agreement by the TTC will include Prospective Establishments/Vendors that have submitted their SOQs by the initial deadline of March 7, 2017, at 5:00 p.m., and that are found to be responsive, responsible, and demonstrate that they meet the minimum qualifications.
- 3.3.3 Establishments/Vendors Meeting Eligibility Requirements After March 7, 2017: A Prospective Establishment/Vendor who submits an SOQ in the prescribed form and format detailed in Part C, Submission Instructions, and who is responsive, responsible, and meet the minimum qualifications after initial deadline, but prior to March 31, 2022, or upon release of a subsequent solicitation, whichever occurs first, may be included on the List. These Establishments/Vendors may include newly licensed Establishments/Vendors approved by the CF Bureau. Any subsequent additions to the List will have the same termination date, March 31, 2022, or upon release of a subsequent solicitation,

whichever occurs first, as the earliest additions to the List added under this solicitation. TTC intends to continue to review SOQs for inclusion on the List under this solicitation until March 31, 2022, the List's termination date or upon release of a new solicitation, whichever occurs first.

- 3.3.4 A Prospective Establishment/Vendor as well as each location, is subject to inspection by the PA prior to being considered for inclusion on the List.

3.4 Master Agreement Award

Establishments/Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can an Establishment/Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Master Agreements with each selected Establishment/Vendor. All Establishments/Vendors will be informed of the final selections.

APPENDIX A

REQUIRED FORMS

APPENDIX A - REQUIRED FORMS

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APPENDIX A - REQUIRED FORMS**ESTABLISHMENT/VEDNOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? ☐ **Yes** ☐ **No**
 If yes, complete:
 Legal Name (found in Articles of Incorporation) _____
 State _____ Year Inc. _____
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA's? ☐ **Yes** ☐ **No**
 If yes, complete:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? ☐ **Yes** ☐ **No**
 If yes, complete:
 Name of parent firm: _____
 State of incorporation or registration of parent firm: _____
5. Has your firm done business as other names within last five (5) years? ☐ **Yes** ☐ **No**
 If yes, complete:
 Name _____ Year of Name Change _____
 Name _____ Year of Name Change _____
6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
☐ **Yes** ☐ **No** If yes, provide information:

Establishment/Vendor acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Subparagraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

APPENDIX A - REQUIRED FORMS

ESTABLISHMENT/VEDNOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Check the appropriate boxes:

☐ Yes ☐ No	1.4.1	Establishment/Vendor must provide evidence it has been in business for at least three years providing the required services equivalent or similar to the services identified in Appendix I: SOW. In the event the firm itself does not have the requisite three years, but one or more of the principals involved in managing the daily operation of the firm individually do, then their individual or collective experience performing services equivalent or similar to the required services equivalent or similar to the services identified in Appendix I: SOW, may be considered in meeting this requirement in the County's sole discretion. Establishment/Vendor must provide a written detailed description and/or resume demonstrating its Principal's three years of experience to fulfill this requirement.
☐ Yes ☐ No	1.4.2	Establishment/Vendor must have an administrative business office located within the County or within a county contiguous to the County with a responsible person(s) to maintain all records required in this RFSQ. The Establishment/Vendor must provide the address of its business office in its SOQ.
☐ Yes ☐ No	1.4.3	Establishment/Vendor must provide evidence of having at least one Mortuary business location within the borders of the County of Los Angeles to perform Mortuary Services.
☐ Yes ☐ No	1.4.4	Establishment/Vendor must provide evidence of having a valid funeral establishment license issued by the California Department of Consumer Affairs, Cemetery and Funeral Bureau (CF Bureau) for each location within the County.
☐ Yes ☐ No	1.4.5	Establishment/Vendor must provide evidence of financial stability sufficient to maintain a Mortuary business (e.g., by providing evidence it has been an going concern for more than three years; or has branched off from an going concern which operated for more than three years; or is taking over for a former going concern which has operated for more than three years; or has a strong cash flow on its financial statements; or has substantial cash reserves in its bank account).
☐ Yes ☐ No	1.4.6	Establishment/Vendor must provide evidence that one employee or owner possesses a valid funeral director license issued by the CF Bureau.
☐ Yes ☐ No	1.4.7	Funeral Director and other persons that have contact with the PA and the public shall be able to communicate effectively in English both orally and in writing.
☐ Yes ☐ No	1.4.8	Establishment/Vendor's proposed Contract Manager and Alternate Contract Manager must have a minimum of three years of documented

APPENDIX A - REQUIRED FORMS**ESTABLISHMENT/VEDNOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

	experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment/Vendor or with another firm. The Establishment/Vendor must provide a written detailed description and/or resume demonstrating the Contract Manager and the Alternate Contract Manager's three years of experience to fulfill this requirement and submit this documentation with its SOQ Submission.
☐ Yes ☐ No	1.4.9 Establishment/Vendor's proposed staff member(s) for the Master Agreement must have at least three years of documented experience in providing the required services equivalent or similar to the services identified in Appendix I: SOW, either with the Establishment/Vendor or with another firm. Establishment/Vendor must provide a written detailed description and/or resume demonstrating the Establishment/Vendor's proposed staff members' three years' experience to fulfill this requirement and submit this documentation with their SOQ.
☐ Yes ☐ No	1.4.10 Establishment/Vendor must provide evidence of employing at least one full-time funeral director licensed by the CF Bureau for each location or as allowed by the CF Bureau. If a full-time director is not provided for each location, documentation from the CF Bureau is required.
☐ Yes ☐ No	1.4.11 Establishment/Vendor must provide evidence of employing or having reasonable access to at least one embalmer with a valid embalmer license issued by the CF Bureau.
☐ Yes ☐ No	1.4.12 As appropriate, Establishment/Vendor must provide evidence of a valid embalmer apprentice license issued by the CF Bureau.
☐ Yes ☐ No	1.4.13 Establishment/Vendor must provide a listing of subcontractors, if any, and the goods/services the subcontractor(s) will provide.
☐ Yes ☐ No	1.4.14 Establishment/Vendor must provide an Organizational Chart listing the names and positions of each administrative and/or management staff as well as all professional staff, including staff licensed by the CF Bureau.
☐ Yes ☐ No	1.4.15 Establishment/Vendor must be found to be Responsive and Responsible, such finding to include but not be limited to the timely scheduling and complete fulfillment of agreed mortuarial and funerary services, provision of quality care in the treatment of decedent remains, and financial integrity in the conduct of the Establishment/Vendor's business affairs (e.g., by providing evidence of contractual relationships with cemeteries spanning a period of three or more years; no complaints on record with the State of California Department of Consumer Affairs or County Department of Consumer and Business Affairs covering the past three years; has a business facility where funerary services can be held). The Establishment/Vendor must provide a written statement attesting to its ability to meet this requirement in its SOQ.

APPENDIX A - REQUIRED FORMS

ESTABLISHMENT/VEDNOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

- I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VENDOR NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:	E-MAIL:		
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
VENDOR OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

APPENDIX A - REQUIRED FORMS**PROJECT STAFF BACKGROUND**

(Complete and attach staff resume)

NAME OF ESTABLISHMENT/VENDOR _____

1. Individual's Name: _____

2. Position/Title with Establishment/Vendor: _____

3. Current Employment Status with Establishment/Vendor: ☐ Full Time ☐ Part Time ☐ Contract
☐ Permanent ☐ Temporary ☐ Other (Specify): _____4. Length of Service with Establishment/Vendor: Year(s) Month(s) Start Date:

5. Individual's proposed position on this project: _____

6. Percent (%) of time to be allocated to the proposed project: _____

7. Worksite where individual will be located during the term of the proposed project: _____
_____8. Name and Title of person who this individual will report to: _____

9. How many projects for similar services to those requested in this RFP has this individual managed: _____

10. How much experience does this individual have with projects and services similar to those requested in this RFSQ: Year(s) Month(s) _____

Describe: _____

APPENDIX A - REQUIRED FORMS

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Establishment/Vendor Name

Establishment/Vendor Official Title

Official's Signature

APPENDIX A - REQUIRED FORMS

ESTABLISHMENT/VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Establishment/Vendor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Establishment/Vendor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Establishment/Vendor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When areas are identified in employment practices, Establishment/Vendor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

APPENDIX A - REQUIRED FORMS

REQUEST FOR PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the bid. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS BID BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

☐ **Request for Local Small Business Enterprise (LSBE) Program Preference**

- ☐ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- ☐ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- ☐ Certified as a LSBE by the DCBA.

☐ **Request for Social Enterprise (SE) Program Preference**

- ☐ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- ☐ Certified as a SE business by the DCBA.

☐ **Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- ☐ Certified by the State of California, **or**
- ☐ Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- ☐ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- ☐ Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

☐ **DCBA certification is attached.**

Name of Firm		County Webven No.	
Print Name:		Title:	
Signature:		Date:	
Reviewer's Signature	Approved	Disapproved	Date

APPENDIX A - REQUIRED FORMS

FAMILIARITY WITH THE COUNTY

LOBBYIST ORDINANCE

The Establishment/Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Establishment/Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

APPENDIX A - REQUIRED FORMS

PROSPECTIVE ESTABLISHMENT/CONTRACTOR REFERENCES

Establishment/Contractor's Name: _____

List three (3) references, as required in the RFSQ, Subsection 2.7.3 Establishment/Contractor's Qualifications, Subsection B Establishment/Contractor's References (Section A.2), where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

APPENDIX A - REQUIRED FORMS

PROSPECTIVE ESTABLISHMENT/CONTRACTOR LIST OF CONTRACTS

Establishment/Contractor's Name: _____

List of all public entities for which the Establishment/Contractor has provided service within the last three (3) years as required in RFSQ, Subsection 2.7.3 Establishment/Contractor's Qualifications, Subsection B Establishment/Contractor's References (Section A.2). Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

APPENDIX A - REQUIRED FORMS

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Establishment/Contractor's Name: _____

List all contracts that have been terminated with the past three (3) years, as required in the RFSQ, Subsection 2.7.3 Establishment/Contractor's Qualifications, Subsection B Establishment/Contractor's References (Section A.2).

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

APPENDIX A - REQUIRED FORMS

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Establishment/Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Establishment/Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Establishment/Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Establishment/Vendor shall email: GAINGROW@DPSS.LACOUNTY.GOV

Establishments/Vendors unable to meet this requirement shall not be considered for contract award.

Establishment/Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Establishment/Vendor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Establishment/Vendor is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Establishment/Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Establishment/Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Establishment/Vendor Organization:

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No.: _____ Fax No.: _____

APPENDIX A - REQUIRED FORMS

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Establishment/Vendors, whether an Establishment/Vendor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Establishment/Vendor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

APPENDIX A - REQUIRED FORMS

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

APPENDIX A - REQUIRED FORMS**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

APPENDIX A - REQUIRED FORMS

PRICING SCHEDULE

MORTUARY SERVICES PLANS and PRICE SCHEDULE (2015-2020 Contract Period)

Services/Plans	1-Cremation	2-Basic Plan (Direct Burial)	3-Intermediate Package	4-Premium Package
Minimum Disposition Arrangements (Per Plan)	▪Body transfer ▪Personnel ▪Facilities use ▪Death Certificates (3)	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing
Additional (PA-required) Services	▪Obituary published in decedent's locale ▪Refrigeration (up to 14 days)	▪Obituary published in decedent's locale ▪Refrigeration (up to 14 days)	▪Obituary published in decedent's locale	▪Obituary published in decedent's locale
Embalming and Visitation			▪Embalming ▪Visitation (up to 4 hours)	▪Embalming ▪Visitation (up to 4 hours)
Basic Casket	▪Cardboard/alternative cremation container	▪Minimum of cloth covered wood w/ flat or raised flat top, rayon or crepe interior		
Fine Casket			▪Minimum of 20 gauge steel or solid hardwood, with hardware; with or without rounded top, locking mechanism, and crepe or muslin interior	
Premium Casket				▪Minimum of 18 gauge steel, 32 oz. bronze or copper, or fine solid wood (e.g., mahogany, cherry, pecan), w/ fine finish exterior, decorative hardware/ ornamentation, and velvet interior
Funeral Services			▪Coordinate services (mortuary/ church service - or - graveside interment/committal ceremony) ▪Clergy and staff/ushers ▪Flowers (music is optional)	▪Coordinate services (mortuary/ church service - or - graveside interment/committal ceremony) ▪Clergy and staff/ushers ▪Flowers (music is optional)
Cremation	Cremation			
MAXIMUM (Not-to-Exceed) PRICE:	\$ 2,170	\$ 2,230	\$ 4,160	\$ 5,495

RFSQ TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Establishment/Vendor Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Establishment/Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Establishment/Vendor must explain in detail the factual reasons for the requested review.

(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Establishment/Vendor: _____

COUNTY OF LOS ANGELES

POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

JURY SERVICE ORDINANCE

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CONTRACTOR EMPLOYEE JURY SERVICE

equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such

JURY SERVICE ORDINANCE

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CONTRACTOR EMPLOYEE JURY SERVICE

jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

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

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

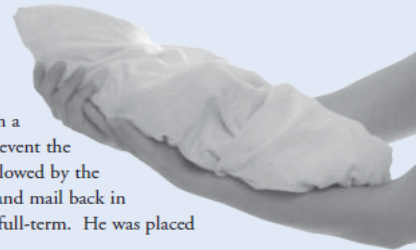
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



SAFELY SURRENDERED BABY LAW

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



SAMPLE MASTER AGREEMENT

(PLACEHOLDER)

EXHIBITS TO THE SAMPLE MASTER AGREEMENT

(PLACEHOLDER)

STATEMENT OF WORK

(PLACE HOLDER)

STATEMENT OF WORK ATTACHMENTS

(PLACE HOLDER)

**STATEMENT OF WORK AND SAMPLE MASTER
AGREEMENT
TECHNICAL EXHIBITS**

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STATEMENT OF WORK AND SAMPLE MASTER AGREEMENT TECHNICAL

EXIHBIT 1

MASTER AGREEMENT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Establishment/Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

ESTABLISHMENT/CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Establishment/Contractor Representative

Date

COUNTY EVALUATION OF ESTABLISHMENT/CONTRACTOR RESPONSE:

Signature of Establishment/Contractor Representative

Date

COUNTY ACTIONS: _____

ESTABLISHMENT/CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Establishment/Contractor Representative's Signature and Date

STATEMENT OF WORK AND SAMPLE MASTER AGREEMENT TECHNICAL

EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Master Agreement: Paragraph 7.0, Administration of Master Agreement – Establishment/Contractor	Establishment/Contractor shall notify the County of Los Angeles (County) in writing of any change in name or address of the Contract Manager.	None	Inspection and Observation.	\$50 per occurrence.
Master Agreement: Paragraph 7.0, Administration of Master Agreement – Establishment/Contractor	Replacement of unacceptable Contract personnel within one business day.	None	On-site inspection and observation, user complaint(s).	\$100 per employee per occurrence of non-replacement/removal.
Master Agreement: Subparagraph 7.2, Establishment/Contractor's Contract Manager	Notify the Treasurer and Tax Collector (TTC) of changes, with resume, within five working days.	None	Complaints, inspection and observation.	\$50 per day that notification is late.
Master Agreement: Subparagraph 7.7, Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided to the TTC within three working days.	None	Review of reports; complaints.	\$100 per day per employee when form is not signed. \$1,000 per unauthorized release of information.

STATEMENT OF WORK AND SAMPLE MASTER AGREEMENT TECHNICAL

EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Master Agreement: Subparagraph 8.23 , General Provisions for All Insurance Coverage; and 8.24 , Insurance Coverage	Maintain required insurance policies.	None	Receipt and review of insurance information.	\$100 per day; Contract termination at the TTC's option.
Master Agreement: Subparagraph 8.37 , Record Retention and Inspection/Audit Settlement	Establishment/Contractor to maintain all required documents as specified in Subparagraph 8.37 .	None	Inspection of files.	\$50 per occurrence.
Master Agreement: Subparagraph 8.37 , Record Retention and Inspection/Audit Settlement	Provide required financial statements according to schedule.	One business day late.	Review of reports.	\$50 per each day that report is late. Incomplete/inaccurate reports submitted will be considered late.
Master Agreement: Subparagraph 8.39 , Subcontracting	Establishment/Contractor shall obtain the County's written approval prior to subcontracting any work.	None	Inspection and Observation.	Possible termination for default of Contract.
Statement of Work (SOW): Subparagraph 4.1.10.1, Commencement of Funeral Services	Establishment/Contractor shall commence Funeral Services within five business days from referral date	None	Date of PA's request for mortuary services: Attachment C – Mortuary Services Request.	Possible termination for default of contract.
Statement of Work (SOW): Subparagraph 4.1.10.2, Reporting of Funeral Services	Establishment/Contractor shall report to the PA the day, date, and time of the Funeral Services within two days of receiving referral.	None	Date of PA's request for mortuary services: Attachment C – Mortuary Services Request.	Possible termination for default of contract.

STATEMENT OF WORK AND SAMPLE MASTER AGREEMENT TECHNICAL

EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 14.0 Information Security Requirements	Establishment/Contractor shall notify County's Contract Manager at time of contracting if it intends to utilize an electronic messaging means other than phone or fax for the transmission or receipt of mortuary work order requests or related information.	None	Inspection and Observation.	\$100 per incident; Contract termination at the TTC's option.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX H



SAMPLE MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(ESTABLISHMENT/CONTRACTOR)

FOR

MORTUARY SERVICES

2017

**SAMPLE MASTER AGREEMENT PROVISIONS
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Appendix H

SAMPLE MASTER AGREEMENT BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

MORTUARY SERVICES

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2017 by and between the County of Los Angeles (County), hereinafter referred to as the County and _____, hereinafter referred to as Establishment/Contractor, to provide Mortuary Services.

RECITALS

WHEREAS, pursuant to the statutory authority conveyed by California Probate Code Section 7600 et seq. and California Health and Safety Code Section 7100 et seq. which require the Public Administrator (PA) to administer decedent's estates under particular circumstances and to provide funeral services; and

WHEREAS, the Treasurer and Tax Collector (TTC) ex officio serves as the PA for the County; and

WHEREAS, the PA may arrange for Mortuary Services for decedents' remains under its administration during the course of estate administration; and

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

WHEREAS, the Establishment/Contractor is a private firm specializing in providing Mortuary 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

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

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
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- 1.4 EXHIBIT D - Jury Service Ordinance
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Unique Exhibits:

- 1.16 EXHIBIT I - Business Associate Agreement Under The Health Insurance Portability And Accountability Act of 1996
- 1.17 EXHIBIT J - Intentionally Omitted
- 1.18 EXHIBIT K - Defaulted Property Tax Program

2.0 DEFINITIONS

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

- 2.1 **Active Establishment/Contractor:** Identifies a Qualified Establishment/Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Establishment/Contractor and Establishment/Contractor may be used interchangeably throughout this document.
- 2.2 **Apprentice Embalmer:** A person, engaged in the study of embalming, who possesses a valid certificate of apprenticeship issued by the CF Bureau and who is under the instruction and supervision of a licensed embalmer who has had at least two years' practical experience as a California licensed embalmer.
- 2.3 **Burial Clothing:** Appropriate clothing for burial.
- 2.4 **Burial Permit:** A permit that is obtained by the Establishment/Contractor for the disposition of the decedent that is in accordance with Health and Safety Code.
- 2.5 **California Department of Consumer Affairs, Cemetery and Funeral Bureau (CF Bureau):** The California Department of Consumer Affairs, Cemetery, and Funeral Bureau.
- 2.6 **Clergy:** An ordained priest, minister, or rabbi of any religious denomination that is at least 18 years old.
- 2.7 **Coroner:** The person who has the responsibility for carrying out the statutory functions of the Coroner of the County in the Department of Coroner, under the general direction of the Board of Supervisors (Board).

- 2.8 **Creditor's Claim:** Both the court approval process (Probate Code § 9150) and the form to be used (Probate Code § 9153) for seeking court approval to pay for the mortuary services provided.
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **Death Certificate:** A legal document filed with the County Registrar-Recorder that records vital information about the decedent.
- 2.11 **Decedent:** A deceased person who is under the jurisdiction of the PA.
- 2.12 **Embalmer:** A person that is duly qualified to disinfect or preserve human remains by the injection or external application of antiseptics, disinfectants, or preservative fluids; to prepare human bodies for transportation, which are dead of contagious or infectious diseases; and to use derma surgery or plastic art or restoring mutilated features as an embalmer under the laws of the state of California.
- 2.13 **Establishment/Contractor:** Any person, association, partnership, corporation, or other organization licensed by the CF Bureau and conducting business as a funeral Establishment/Contractor with at minimum one licensed funeral director to manage, direct, or control its business or profession. Establishment/Contractor shall be devoted exclusively to the activities related to the preparation and arrangement for funeral services including the transportation, burial, or other disposition of human remains.
- 2.14 **Establishment/Contractor Contract Administrator:** The individual designated by the Establishment/Contractor as principal officer to oversee contractual or administrative matter relating to this Master Agreement that cannot be resolved by the Establishment/Contractor Contract Manager.
- 2.15 **Establishment/Contractor Contract Manager:** The individual designated by the Establishment/Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.16 **Establishment/Contractor Financial Manager:** The individual designated by the Establishment/Contractor to act as liaison for the Establishment/Contractor and have full authority to act on behalf of Establishment/Contractor in all matters related to invoicing under the Master Agreement.
- 2.17 **Family Car:** A vehicle designed to transport people such as a limousine, or other passenger vehicle acceptable to the PA that is

insured and maintained by the Establishment/Contractor and utilized to transport family/relatives and/or friends of the decedent. In no instance shall a Family Car be utilized to transport remains.

- 2.18 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.19 **Funeral Director:** A person licensed by the CF Bureau that is engaged in or conducting, or holding himself or herself out as engaged in any of the following: a) Preparing for the transportation or burial or disposal, or directing and supervising transportation or burial or disposal of human remains; b) Maintaining an Establishment/Contractor for the preparation for the transportation or disposition or for the care of human remains; c) Using, in connection with his or her name, the words “funeral director,” or “undertaker,” or “mortician,” or any other title implying that he or she is engaged as a funeral director.
- 2.20 **Funeral Service:** A religious service conducted by clergy in accordance with the decedent’s religious beliefs or as directed by the PA at an appropriate location, such as a chapel at the Establishment/Contractor’s facility designated for such purpose and acceptable to the PA.
- 2.21 **Master Agreement:** PA’s standard agreement executed between PA and individual Establishment/Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.22 **Memorial or Holy Cards:** A printed memento passed out or made available at the Funeral Service with information about the decedent.
- 2.23 **Mortuary Services:** All services provided by the Establishment/Contractor associated with the funeral of the decedent including, but not limited to, the transportation, preparation, care, and custody of the decedent.
- 2.24 **Mortuary Services Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a SOW. Each Mortuary Services Order shall result from agreements solicited by and tendered to PA, by Qualified Establishment/Contractors. Unless otherwise specified or as directed in the Mortuary Services Agreement, PA shall select the professional services plan at the stated cost. No work shall be performed by Establishment/Contractors except in accordance with

validly agreed, issued and fully executed Mortuary Services Agreements.

- 2.25 **Motorcycle Escort:** A funeral escort by uniformed staff on motorcycles, which ensures that the funeral procession stays together on public streets and/or highways following the Funeral Service.
- 2.26 **Music:** Live or recorded music played at the Funeral Service. Music shall be complementary to the Funeral Service and appropriate to the religious denomination or affiliation of the decedent.
- 2.27 **Newspaper Publication:** An obituary for a decedent in a newspaper of general circulation that is published on not less than a weekly basis and distributed in the area of the decedent's last known residence. At minimum, the publication shall contain the decedent's name, date of birth, date of death, the Establishment/Contractor's name, address, telephone number, and time and location of Funeral service(s) for the decedent. The publication shall appear in the obituary section of the newspaper and shall appear no less than two days prior to the Funeral Service. The PA may require additional information be included or publication be in multiple newspapers.
- 2.28 **Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. The TTC serves as the Public Administrator for the County.
- 2.29 **PA Contract Administrator:** Person designated by the PA with authority to negotiate, recommend all Master Agreement changes on behalf of PA, and approve all Work Order solicitations and executions.
- 2.30 **PA Contract Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.31 **PA Mortuary Services Requestors:** PA Deputies responsible for coordinating and monitoring each Work Order for services.
- 2.32 **Qualified Establishment/Contractor:** An Establishment/Contractor who has submitted a Statement of Qualifications (SOQ) in response to PA's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the PA.

- 2.33 **Register Book:** A book provided by the Establishment/Contractor to be accessible during the Funeral Service for attendees to record their names and/or other information. Following the Funeral Service, the book shall be given to the PA.
- 2.34 **Remains:** The body of a deceased person, regardless of its stage of decomposition, and cremated remains.
- 2.35 **Request for SOQ:** A solicitation based on establishing a pool of Qualified Establishment/Contractors to provide services through Master Agreements.
- 2.36 **Statement of Qualifications:** An Establishment/Contractor's response to a RFSQ.
- 2.37 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.38 **The Treasurer and Tax Collector:** The Department Head of the County's Treasurer and Tax Collector, ex officio Public Administrator of the County, or his or her designee.
- 2.39 **TTC:** As used herein, the acronym "TTC" shall mean the County of Los Angeles Treasurer and Tax Collector, as a department.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Establishment/Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 Mortuary Services Order shall generally conform to Exhibit F2 (SOW Attachments) and will be performed on a fixed price per deliverable basis (see Exhibit F3, Pricing Schedule) as determined by the PA. Each Mortuary Services Order shall describe in detail the particular Mortuary Services and products required for the performance thereof. Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified on each individual Mortuary Services Order.
- 3.3 If Establishment/Contractor provides any task, deliverable, service, or other work to the PA that utilizes other than approved Establishment/Contractor Personnel, and/or that exceeds the Total Maximum Amount as specified in the Mortuary Services Order as originally written or modified in accordance with Subsection 8.1, Amendments, these shall be gratuitous efforts on the part of

Establishment/Contractor for which Establishment/Contractor shall have no claim whatsoever against the PA or the County.

- 3.4 In the event the Establishment/Contractor's performance is deficient under Subsection 3.2, then the PA may institute corrective action or remove the Establishment/Contractor from the List and terminate their Master Agreement, pursuant to Subsection 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The Term of this Master Agreement shall be five years commencing upon approval and execution of the Agreement by the TTC, unless extended or sooner terminated, in whole or in part, as provided in this Master Agreement through March 31, 2022.
- 4.2 The TTC shall have the sole option to extend the Master Agreement term for up to three additional one-year periods and/or six month to month extensions, for a maximum total Master Agreement term of eight years and six months. Each such option and/or extension shall be exercised at the sole discretion of the Treasurer and Tax Collector or his/her designee throughout the Term of the Master Agreement to meet the needs of the PA. In the event the TTC desires to renew the Master Agreement by exercising an option term, the TTC shall provide Establishment/Contractor with a written notice of intent to renew the Master Agreement 30 calendar days prior to the expiration of the Term of the Master Agreement. The renewal option shall be set forth in writing, as provided in Subsection 8.1.2, Change Notices and Amendments.

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

- 4.3 Establishment/Contractor shall notify the Department when this Master Agreement is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Establishment/Contractor shall send written notification to the TTC at the address herein provided in Exhibit A, PA's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1 Establishment/Contractor shall not be entitled to any payment by the estate administered by the Public Administrator under this

Master Agreement except pursuant to a validly executed and satisfactorily performed Mortuary Services Order accordance with Exhibit F2, Pricing Schedule. Further, Establishment/Contractor shall not be entitled to payment by the PA under this Master Agreement.

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

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

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

5.4 Payment Process

- 5.4.1 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Mortuary Services Package, less any amounts assessed in accordance with Subsection 8.25, Liquidated Damages.
- 5.4.2 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Establishment/Contractor shall separately submit a Creditors Claim to the PA for each approved Mortuary Services Order per deliverable basis (see Exhibit F3, Pricing Schedule).

- 5.4.3 The PA shall not pay Establishment/Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices (Creditor Claims) submitted by, Establishment/Contractor pursuant to any Mortuary Services Orders issued hereunder must receive the written approval of a PA Master Agreement Project Monitor, who shall be responsible for a detailed evaluation of Establishment/Contractor's performance before approval of work and/or payment of creditor claims is permitted.
- 5.4.5 The original of the DE-172 Creditor's Claim form must be filed with the court, and a copy provided to the PA. Creditor Claims under this Master Agreement shall be submitted to the address(es) set forth in the applicable Mortuary Services Order.
- 5.4.6 **Fixed Price Per Deliverable**
- Each Creditor Claim submitted by Establishment/Contractor shall include:
- Copy of Mortuary Service Order;
 - A brief description of the deliverable(s) for which payment is claimed, and the individual amount being billed for each deliverable; and
 - The total amount of the Creditor's Claim.

6.0 ADMINISTRATION OF MASTER AGREEMENT – PA

PA ADMINISTRATION

A listing of all PA Administration referenced in the following Subsections are designated in Exhibit A. The PA shall notify the Establishment/Contractor in writing of any change in the names or addresses shown.

6.1 PA Contract Administrator

The PA Contract Administrator has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the PA and the Establishment/Contractor.

6.2 PA Contract Manager

The PA Contract Manager, or designee, will provide administrative oversight and assist in the resolution of any issues or concerns that arise in the administration of this Agreement and the Establishment/Contractor List.

6.3 PA Mortuary Services Requestors

A PA Mortuary Services Requestor will assign each Mortuary Services Order to the appropriate Establishment/Contractor.

6.3.1 The responsibilities of the PA Mortuary Services Requestors include:

- Requesting the appropriate Mortuary Services plan for each estate from the appropriate Establishment/Contractor, including considerations for equal distribution of requests among the Establishment/Contractors on the list, and seeking to hold funeral services in the locale where the decedent lived and maintained relationships;
- Ensuring that the technical standards and task requirements articulated in the individual Mortuary Services Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Establishment/Contractor to perform the requested services;
- Providing direction to the Establishment/Contractor in the areas relating to PA policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF MASTER AGREEMENT ESTABLISHMENT/CONTRACTOR

A listing of all Establishment/Contractor Administration referenced in the following Subsections is designated in Exhibit B, Establishment/Contractor's Administration. The Establishment/Contractor shall notify the PA in writing of any change in the names or addresses shown.

7.1 Establishment/Contractor Contract Administrator

7.1.1 Establishment/Contractor Contract Administrator shall be a full-time employee of Establishment/Contractor.

Establishment/Contractor Contract Administrator shall be the principal officer in the Establishment/Contractor's office to service the Master Agreement and to act as a liaison for the Establishment/Contractor in coordinating the performance under the Master Agreement. The PA must be provided in writing with the name, address, and telephone number of the individual designated to act as the Establishment/Contractor Contract Administrator or any alternate identified in Exhibit B, Establishment/Contractor's Administration, of this Master Agreement, and provide a current copy of the person's resume at the time the Master Agreement is executed and notify the PA as changes occur.

7.1.2 Establishment/Contractor Contract Administrator shall be responsible for Establishment/Contractor's performance of all tasks, deliverables, goods, services, and other work provided by or on behalf of the Establishment/Contractor and ensuring Establishment/Contractor's compliance with this Master Agreement.

7.1.3 Establishment/Contractor Contract Administrator shall be available to meet and confer with the PA Contract Administrator on an as needed basis, either in person or by telephone as mutually agreed by the parties, to review the Master Agreement performance and discuss Master Agreement coordination. Such meetings shall be conducted at a time and place as mutually agreed by the parties.

7.2 Establishment/Contractor Contract Manager

7.2.1 Establishment/Contractor Contract Manager is designated in Exhibit B. The Establishment/Contractor shall notify the PA in writing of any change in the name or address of the Establishment/Contractor's Master Agreement Manager.

7.2.2 Establishment/Contractor's Master Agreement Manager shall be responsible for Establishment/Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with PA's Deputies on a regular basis with respect to all active Mortuary Services Orders.

7.3 Establishment/Contractor Financial Manager

7.3.1 The Establishment/Contractor Financial Manager is designated in Exhibit B, Establishment/Contractor's Administration. The Establishment/Contractor shall notify

the County in writing of any change in the name or address of the Establishment/Contractor Financial Manager.

- 7.3.2 The Establishment/Contractor shall assign a Financial Manager, to act as liaison for the Contractor and have full authority to act on behalf of Establishment/Contractor in all matters related to invoicing under the Master Agreement. The Financial Manager shall be available on a daily basis, Monday through Friday, during the hours of 9 a.m. and 4 p.m. (Pacific Time) for telephone contact and to meet with County personnel regarding any invoices issued under the Contract.

7.4 Establishment/Contractor's Authorized Official(s)

- 7.4.1 Establishment/Contractor's Authorized Official(s) are designated in Exhibit B. Establishment/Contractor shall promptly notify PA in writing of any change in the name(s) or address(es) of Establishment/Contractor's Authorized Official(s).
- 7.4.2 Establishment/Contractor represents and warrants that all requirements of Establishment/Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Establishment/Contractor.

7.5 Approval of Establishment/Contractor's Staff

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

7.6 Required Licensure

- 7.6.1 All Establishment/Contractor staff performing work under this Master Agreement that are required to be licensed (e.g. funeral director, embalmer) shall provide to the PA Contract Manager copies of current licenses, and renewals as appropriate, as a condition of beginning and continuing to work under this Master Agreement.
- 7.6.2 Members of Establishment/Contractor's staff, who are required to be licensed, shall submit copies of their valid

and current licenses to the PA before beginning or continuing to perform services under the Master Agreement. Failure to provide current and valid licenses shall result in immediate removal from the List.

- 7.6.3 Disqualification of any member of Establishment/Contractor's staff pursuant to this Section 7.5 shall not relieve Establishment/Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.7 Confidentiality

- 7.7.1. Establishment/Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.7.2 Establishment/Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Establishment/Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Establishment/Contractor's indemnification obligations under this Section 7.7, shall be conducted by Establishment/Contractor and performed by counsel selected by Establishment/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 Establishment/Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and reimbursement from Establishment/Contractor for all such costs and expenses incurred by County in doing so. Establishment/Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any

admission, in each case, on behalf of County without County's prior written approval.

- 7.7.3 Establishment/Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.7.4 Establishment/Contractor shall sign and adhere to the provisions of the "Establishment/Contractor Acknowledgement and Confidentiality Agreement", Exhibit H1.
- 7.7.5 Establishment/Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Establishment/Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H2.
- 7.7.6 Establishment/Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Establishment/Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1 The TTC's Master Agreement Administrator or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The TTC reserves the right to add and/or change such provisions as required to carry out the purposes of this Agreement. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Establishment/Contractor and by the TTC.
- 8.1.2 The TTC or his/her designee may at his/her sole discretion authorize extensions of time as defined in Section 4.0, Term of Master Agreement. For the TTC to exercise additional optional one-year periods and/or six month-to-month extensions, a written notice shall be prepared and signed by the TTC or his/her designee and delivered to the Establishment/Contractor 30 calendar days prior to the expiration of the current Master Agreement Term. Any such

change shall be in the form of an Amendment and signed by the TTC or his/her designee. The Establishment/Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions.

- 8.1.3 The TTC reserves the right to initiate Change Notices that **do not affect** the scope, term, or method of payment. All such changes shall be executed with a Change Notice to this Master Agreement signed by the Establishment/Contractor and by the TTC's Master Agreement Administrator.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Establishment/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 sub-Section, the County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Establishment/Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Establishment/Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Establishment/Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Establishment/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. In the event of such termination, the County shall be entitled to pursue the same remedies against Establishment/Contractor as it could pursue in the event of default by Establishment/Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

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

- 8.4.1 Within ten business days after the Master Agreement effective date, the Establishment/Contractor shall provide the PA with the Establishment/Contractor's policy for receiving, investigating, and responding to complaints, whether of family and friends of a decedent, Establishment/Contractors and suppliers providing goods and/or services used by Establishment/Contractor to fulfill its obligations under this Agreement, or federal, state, and/or local agencies for any reason.
- 8.4.2 The Establishment/Contractor shall preliminarily investigate all complaints arising out of Establishment/Contractor's provision of contracted services, and notify the PA Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 8.4.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.4 Copies of all written responses shall be sent to the PA Contract Manager within three business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Master Agreement, Establishment/Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all

provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Establishment/Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Establishment/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 Establishment/Contractor's indemnification obligations under this Section 8.5, shall be conducted by Establishment/Contractor and performed by counsel selected by Establishment/Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Establishment/Contractor fails to provide the County with a full and adequate defense, as determined by County in its sole judgment, the County shall be entitled to retain its own counsel including, without limitation, County Counsel, and reimbursement from Establishment/Contractor for all such costs and expenses incurred by the County in doing so. Establishment/Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Establishment/Contractor shall comply with Exhibit C, Establishment/Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.7.2 Written Employee Jury Service Policy:

1. Unless Establishment/Contractor has demonstrated to the County's satisfaction either that Establishment/Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Establishment/Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Establishment/Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Establishment/Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Establishment/Contractor or that the Establishment/Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County, or a subcontract with a County Establishment/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 Establishment/Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Establishment/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 Establishment/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 Subsection. The provisions of this Subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee,

shall be employed in any capacity by the Establishment/Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Establishment/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.

- 8.8.2 The Establishment/Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Establishment/Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Establishment/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 not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 8.8, shall be a material breach of this Master Agreement.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/RE-EMPLOYMENT LIST

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

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.10.1 Should the Establishment/Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Establishment/Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Establishment/Contractor's minimum

qualifications for the open position. For this purpose, consideration shall mean that the Establishment/Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Establishment/Contractor. Establishment/Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 ESTABLISHMENT/CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Establishment/Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Establishment/Contractor

The County may debar an Establishment/Contractor if the Board finds, in its discretion, that the Establishment/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 Establishment/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.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Establishment/Contractor may be subject to debarment, the Department will notify the Establishment/Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Establishment/Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Establishment/Contractor and/or the Establishment/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 Establishment/Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Establishment/Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If an Establishment/Contractor has been debarred for a period longer than five years, that Establishment/Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to

reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Establishment/Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.11.5 Subcontractors of Establishment/Contractor

These terms shall also apply to Subcontractors of County Establishment/Contractors.

8.12 ESTABLISHMENT/CONTRACTOR ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Establishment/Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Establishment/Contractor understands that it is the County's policy to encourage all County Establishment/Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Establishment/Contractor's place of business. The Establishment/Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Establishment/Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 ESTABLISHMENT/CONTRACTOR WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

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

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Establishment/Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Establishment/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).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Establishment/Contractor's

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

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

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

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

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Establishment/Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Establishment/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 Establishment/Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.17 FACSIMILE REPRESENTATIONS

The County and the Establishment/Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subsection as "force majeure events").

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

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the state of California. The Establishment/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.

8.21 INDEPENDENT ESTABLISHMENT/CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County and the Establishment/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 Establishment/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.

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

8.21.3 The Establishment/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 Establishment/Contractor and not employees of the County. The Establishment/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 Establishment/Contractor pursuant to this Master Agreement.

8.21.4 The Establishment/Contractor shall adhere to the provisions stated in Subsection 7.6, Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Establishment/Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Establishment/Contractor shall provide and maintain at its own

expense insurance coverage satisfying the requirements specified in this Section and Section 8.24 of this Master Agreement. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Establishment/Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Establishment/Contractor for liabilities which may arise from or relate to this Master Agreement.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Establishment/Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than ten days prior to Establishment/Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Establishment/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 Establishment/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 \$50,000.00, 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 Establishment/Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Contracts Section
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, California 90012

Establishment/Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to an Establishment/Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies, or securities entrusted to Establishment/Contractor. Establishment/Contractor also shall promptly notify the County of any third party claim or suit filed against Establishment/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 Establishment/Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively County and its Agents) shall be provided additional insured status under Establishment/Contractor's General Liability policy with respect to liability arising out of Establishment/Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Establishment/Contractor's acts or omissions, whether such liability is attributable to the Establishment/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.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 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.

8.23.6 Establishment/Contractor's Insurance Shall Be Primary

Establishment/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 Establishment/Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Establishment/Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Establishment/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 Establishment/Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions

Establishment/Contractor's policies shall not obligate the County to pay any portion of any Establishment/Contractor deductible or SIR. The County retains the right to require Establishment/Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Establishment/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.

8.23.10 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. Establishment/Contractor understands and agrees it shall maintain such coverage for a period of not less than three

years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Establishment/Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 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.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Establishment/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.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

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

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

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Establishment/Contractor will provide leased employees, or is an employee leasing, or temporary staffing firm, or a professional employer organization, 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 30 days advance written notice of cancellation of this coverage provision. If applicable to Establishment/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.

8.24.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

Insurance covering Establishment/Contractor's professional liability arising from or related to this Master Agreement, with limits of not less than \$100,000 per claim and \$200,000 aggregate. Further, Establishment/Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination, or cancellation.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the PA Contract Administrator, the Establishment/Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the PA Contract Administrator or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided

herein, may withhold full or partial payment for goods and/or services not provided, or provided in a non-compliant or non-workmanlike manner. A description of the work not performed or performed unsatisfactorily, and the amount to be withheld or deducted from payments to the Establishment/Contractor from the County, will be forwarded to the Establishment/Contractor by the PA Contract Administrator or his/her designee, in a written notice describing the reasons for said action.

- 8.25.2 If the PA Contract Administrator determines that there are deficiencies in the performance of this Master Agreement that the PA Contract Administrator or his/her designee, deems are correctable by the Establishment/Contractor over a certain time span, the PA Contract Administrator or his/her designee, will provide a written notice to the Establishment/Contractor to correct the deficiency within specified time frames. Should the Establishment/Contractor fail to correct deficiencies within said time frame, the PA Contract Administrator may withhold further mortuary services requests until the Establishment/Contractor corrects the deficiencies to the satisfaction of the PA Contract Administrator, or terminate Establishment/Contractor's participation in this Master Agreement.

In addition, where damages have or may result from Establishment/Contractor's deficient performance, the PA Contract Administrator may, (a) Deduct from the Establishment/Contractor's payment for acceptable goods and/or services an amount sufficient to remedy the Establishment/Contractor's deficient performance; 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 Establishment/Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$100 per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Establishment/Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Establishment/Contractor; and/or (c) Upon giving five days' notice to the Establishment/Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private Establishment/Contractor, will be deducted and forfeited from the payment to the Establishment/Contractor from the County, and/or charged to the Establishment/Contractor as damages owed, as determined by the County.

8.25.3 The action noted in Subsection 8.25.2, shall not be construed as a penalty, but as adjustment of payment to the Establishment/Contractor to recover the County cost due to the failure of the Establishment/Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This Subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Subsection 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.27.2 The Establishment/Contractor shall certify to, and comply with, the provisions of Exhibit C - Establishment/Contractor's EEO Certification.

8.27.3 The Establishment/Contractor shall take affirmative action to ensure that applicants are employed, and that employees

are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.27.4 The Establishment/Contractor certifies and agrees that it will deal with its subcontractors, bidders, or Establishment/Contractors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Establishment/Contractor certifies and agrees that its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Establishment/Contractor shall allow County representatives access to the Establishment/Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Subsection 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Establishment/Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a

finding by the County that the Establishment/Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Establishment/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 \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON-EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The Establishment/Contractor shall bring to the attention of the PA Contract Manager and/or the PA Contract Administrator any dispute between the County and the Establishment/Contractor regarding the performance of services as stated in this Master Agreement. If the PA Contract Manager or the PA Contract Administrator is not able to resolve the dispute, the Treasurer and Tax Collector, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Establishment/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 the Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Establishment/Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit A, County's Administration, and Exhibit B, Establishment/Contractor's Administration. Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Establishment/Contractor; all information obtained in connection with the County's right to audit and inspect Establishment/Contractor's documents, books, and accounting records pursuant to Subsection 8.37, Record Retention and Inspection/Audit Settlement, of this Master Agreement; as well as those documents which were required to be submitted in response to the RFSQ used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret",

“confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if +disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 PUBLICITY

- 8.36.1 The Establishment/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 Establishment/Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Establishment/Contractor from publishing its role under this Master Agreement within the following conditions:

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

- 8.36.2 The Establishment/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, provided that the requirements of this Subsection 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.37.1 In the event that an audit of the Establishment/Contractor is conducted specifically regarding this Master Agreement by any federal or state auditor, or by any auditor or accountant employed by the Establishment/Contractor or otherwise, then the Establishment/Contractor shall file a copy of such audit report with the County's Auditor-Controller (A-C) within 30 days of the Establishment/Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Establishment/Contractor to comply with any of the provisions of this Subsection shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.37.3 If, at any time during the term of this Master Agreement or within five years after the expiration or termination of this

Master Agreement, representatives of the County may conduct an audit of the Establishment/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 Establishment/Contractor, then the difference shall be either: a) repaid by the Establishment/Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Establishment/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 Establishment/Contractor, then the difference shall be paid to the Establishment/Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37.4 Financial Statements

Beginning one year after the Effective Date and every year thereafter, until the expiration of this Master Agreement, Establishment/Contractor shall submit to the County a complete set of financial statements for the 12-month period. Such statements shall, at a minimum, include a Balance Sheet (Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Establishment/Contractor shall submit a statement regarding any pending litigation since the Establishment/Contractor last reported same to the County. The County reserves the right to request these financial statements on a more frequent basis and will so notify Establishment/Contractor in writing.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by the Establishment/Contractor **without the advance approval of the PA**. Any attempt by the Establishment/Contractor to subcontract without the prior consent of the PA may be deemed a material breach of this Master Agreement.
- 8.39.2 If the Establishment/Contractor desires to subcontract, the Establishment/Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Establishment/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 Establishment/Contractor employees.
- 8.39.4 The Establishment/Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Establishment/Contractor has determined to subcontract, notwithstanding the County's approval of the Establishment/Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Establishment/Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The PA Contract Administrator 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, Establishment/Contractor shall forward a fully executed subcontract to the County for their files.

- 8.39.7 The Establishment/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.
- 8.39.8 The Establishment/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 Establishment/Contractor shall ensure delivery of all such documents to:

**Contracts Section
County of Los Angeles
Treasurer and Tax Collector
500 West Temple Street, Room 464
Los Angeles, CA 90012**

Before any subcontractor employee may perform any work hereunder.

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

Failure of the Establishment/Contractor to maintain compliance with the requirements set forth in Subsection 8.13, Establishment/Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Establishment/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 Subsection 8.42, Termination for Default and pursue debarment of Establishment/Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

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

the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten days after the notice is sent.

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

- Stop work under a Mortuary Services Order or under this Master Agreement, as identified in such notice; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Establishment/Contractor under this Master Agreement or Mortuary Services Order shall be maintained by the Establishment/Contractor in accordance with Subsection 8.37, Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Establishment/Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County Contract Administrator:

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

- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part, as provided in Subsection 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Establishment/Contractor shall be liable to the County for any and all excess costs incurred by the PA, as determined by the County, for such similar goods and services. The Establishment/Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subsection.
- 8.42.3 Except with respect to defaults of any subcontractor, the Establishment/Contractor shall not be liable for any such excess costs of the type identified in Subsection 8.42.2, if its failure to perform this Master Agreement, including any mortuary services request issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Establishment/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 Establishment/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 Establishment/Contractor and subcontractor, and without the fault or negligence of either of them, the Establishment/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 Establishment/Contractor to meet the required performance schedule. As used in this Subsection 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.42.4 If, after the County has given notice of termination under the provisions of this Subsection 8.42, it is determined by the County that the Establishment/Contractor was not in default under the provisions of this Subsection 8.42, or that the default was excusable under the provisions of Subsection 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to Subsection 8.41, Termination for Convenience.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44 TERMINATION FOR INSOLVENCY

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

been filed under the federal Bankruptcy Code and whether or not the Establishment/Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 VALIDITY

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

8.47 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 Subsection 8.48 shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Master Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

Unless Establishment/Contractor qualifies for an exemption or exclusion, Establishment/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 the County Code Chapter 2.206.

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

Failure of Establishment/Contractor to maintain compliance with the requirements set forth in Section 8.50, "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 of Establishment/Contractor to cure such default within ten days of

notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of Establishment/Contractor, pursuant to County Code Chapter 2.206.

8.51 TIME OFF FOR VOTING

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

8.52 USE OF THE COUNTY SEAL AND/OR THE TTC LOGOS

The County claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former County Seal and TTC logos (hereafter collectively "County Seal"). Except as expressly authorized herein, the Establishment/Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seal, in any format or by any means whatsoever. At no time shall the Establishment/Contractor in any manner (1) modify the County Seal, or (2) create derivative works of the County Seal. The Establishment/Contractor shall not in any manner sublicense, transfer, or assign its rights, or delegate its duties, with respect to use of the County Seal, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment, or delegation without such consent shall be null and void.

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

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

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program (LSBE) Preference Program, as codified in Chapter 2.204 of the County Code.
- 9.2.2 Establishment/Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 Establishment/Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

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

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

9.3 SOCIAL ENTERPRISE PREFERENCE PROGRAM

9.3.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Social Enterprise (SE) Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

9.3.3 Establishment/Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County

official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

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

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

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

9.4 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.4.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise (DVBE) Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

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

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

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

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

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

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**AUTHORIZATION OF MASTER AGREEMENT FOR
MORTUARY SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF LOS ANGELES

By: _____
Joseph Kelly
Treasurer and Tax Collector

By: _____
Establishment /Contractor
Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy County Counsel

EXHIBITS TO THE SAMPLE MASTER AGREEMENT

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- G SOW AND SAMPLE CONTRACT TECHNICAL EXHIBITS
(NOT ATTACHED TO SAMPLE)
- H FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS
 - H1 ESTABLISHMENT/CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
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EXHIBITS TO THE SAMPLE MASTER AGREEMENT

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PORTABILITY AND ACCOUNTABILITY ACT OF 1966

J INTENTIONALLY OMITTED

K DEFUALTED PROPERTY TAX PROGRAM

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

PUBLIC ADMINISTRATOR (PA) CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

PA CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

PA MORTUARY SERVICES REQUESTORS (DEPUTIES):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

ESTABLISHMENT/CONTRACTOR'S ADMINISTRATION

ESTABLISHMENT/CONTRACTOR'S NAME: _____

CONTRACT NO: _____

ESTABLISHMENT/CONTRACTOR CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ESTABLISHMENT/CONTRACTOR CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

ESTABLISHMENT/CONTRACTOR FINANCIAL MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

ESTABLISHMENT/CONTRACTOR'S ADMINISTRATION

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

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

EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS

ESTABLISHMENT'S/CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

3. A purchase made through a state or federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.070. Exceptions.

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

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

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

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.090. Severability.

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

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SAFELY SURRENDERED BABY LAW

EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS

SAFELY SURRENDERED BABY LAW

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBITS TO THE SAMPLE MASTER AGREEMENT STANDARD EXHIBITS

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

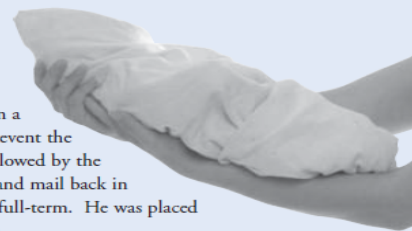
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS

SAFELY SURRENDERED BABY LAW

Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBITS TO THE SAMPLE MASTER AGREEMENT STANDARD EXHIBITS

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

STATEMENT OF WORK

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

MORTUARY SERVICES AGREEMENT

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

PRICING SCHEDULE

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

INITIAL DECEDENT REFERRAL

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

CREDITOR'S CLAIM FORM

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

**INFORMATION SECURITY AND PRIVACY
REQUIREMENTS**

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

DATA ENCRYPTION REQUIREMENTS

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

SOW ATTACHMENTS

SECURITY/DATA EXCHANGE REQUIREMENTS

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

**SOW AND SAMPLE MASTER AGREEMENT
TECHNICAL EXHIBITS**

(Not Attached to Sample)

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

**FORMS REQUIRED FOR EACH WORK ORDER
BEFORE WORK BEGINS**

EXHIBIT

- H1 ESTABLISHMENT/CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
- H2 ESTABLISHMENT/CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT
- H3 ESTABLISHMENT/CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBITS TO THE SAMPLE MASTER AGREEMENT STANDARD EXHIBITS

ESTABLISHMENT/CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

ESTABLISHMENT/CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
STANDARD EXHIBITS**

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
UNIQUE EXHIBITS**

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

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

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- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

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- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

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- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

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number, diagnosis, disability code or other types of information were involved);

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

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

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

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the

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statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
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- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

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- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to

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the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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

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

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

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

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14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health

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Information unusable, unreadable, or indecipherable to unauthorized individuals.

- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate

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Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

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

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

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

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
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INTENTIONALLY OMITTED

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
UNIQUE EXHIBITS**

DEFAULTED PROPERTY TAX PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

**EXHIBITS TO THE SAMPLE MASTER AGREEMENT
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- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

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2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

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14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX I

STATEMENT OF WORK

STATEMENT OF WORK

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STATEMENT OF WORK ATTACHMENTS

ATTACHMENTS

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Attachment 2 – PRICING SCHEDULE

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Attachment 5 – INFORMATION SECURITY REQUIREMENTS

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Attachment 7 – SECURITY/DATA EXCHANGE REQUIREMENTS

1.0 SCOPE

- 1.1 In accordance with the California Probate Code Section 7600 et seq. and the Health and Safety Code Section 7100 et seq., when specific circumstances are met, the County of Los Angeles (County) Treasurer and Tax Collector (TTC), ex officio Public Administrator (PA), fulfills certain obligations concerning residents of the County at the time of their death. These obligations as they relate to this Statement of Work (SOW) include making funeral arrangements for the decedent according to their wishes or as determined by the PA and in accordance with statutory requirements.
- 1.2 An Establishment/Contractor that appears on the Mortuary Master List (List) will be selected by the PA to provide funeral arrangements for a decedent under the PA's charge when the decedent has not selected a mortuary by a pre-need plan for disposition of their remains, a Durable Power of Attorney, a testamentary document, or where the next of kin does not choose a mortuary.
- 1.3 The TTC will consider as primary the desires of the decedent, if they have been expressed or ascertained, when choosing a mortuary; therefore, the religious and/or cultural/ethnic persuasion of the decedent will be considered. Allocations for services shall be proportionate to the estimated value of the estate and according to the standard of living enjoyed by the decedent prior to his/her demise (see Health and Safety Code §7101). Preference will also be given to the provision of funerary services and burial in the general locale of the decedent's last residence, or where the decedent's friends and family are located.
- 1.4 An Establishment/Contractor that seeks inclusion and is included on the List agrees to provide services to the PA in accordance with this SOW.
- 1.5 An Establishment/Contractor that is included on the List is **not guaranteed** a minimum or maximum number of referrals by the PA.

2.0 APPLICABLE DOCUMENTS

- 2.1 Exhibits 1, 2, 3, and 4 are attached to and form a part of this SOW. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, good, service, or other work, or otherwise between the SOW and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the SOW and then to the Exhibits according to the following priority.

2.1.1 Exhibit 1 – Offer To Perform Mortuary Services

- 2.1.2 Exhibit 2 – Pricing Schedule
- 2.1.3 Exhibit 3 – Initial Decedent Referral Form
- 2.1.4 Exhibit 4 – Creditors Claim

3.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provisions thereof. The following words as used herein shall be construed to have the following meaning, whether singular or plural and with initial letter capitalized or not unless otherwise apparent for the context in which they are used.

- 3.1 Apprentice Embalmer:** A person, engaged in the study of embalming, who possesses a valid certificate of apprenticeship issued by the California Department of Consumer Affairs, Cemetery and Funeral Bureau and who is under the instruction and supervision of a licensed embalmer who has had at least two years' practical experience as a California licensed embalmer.
- 3.2 Burial Clothing:** Appropriate clothing for burial.
- 3.3 Burial Permit:** A permit the Establishment/Contractor obtains for the disposition of the decedent, in accordance with Health and Safety Code.
- 3.4 California Department of Consumer Affairs, Cemetery and Funeral Bureau (CF Bureau):** The California Department of Consumer Affairs, Cemetery, and Funeral Bureau.
- 3.5 Clergy:** An ordained priest, minister, or rabbi of any religious denomination that is at least 18 years old.
- 3.6 Coroner:** The person who has the responsibility for carrying out the statutory functions of the Coroner of the County in the Department of Coroner, under the general direction of the County Board of Supervisors (Board).
- 3.7 Day(s):** Calendar day(s) and not business or workday(s) unless otherwise specifically stated.
- 3.8 Death Certificate:** A legal document filed with the County Registrar-Recorder that records vital information about the decedent.
- 3.9 Decedent:** A deceased person who is under the jurisdiction of the PA.

- 3.10 Embalmer:** A person that is duly qualified to disinfect or preserve human remains by the injection or external application of antiseptics, disinfectants, or preservative fluids; to prepare human bodies for transportation, which are dead of contagious or infectious diseases; and to use derma surgery or plastic art or restoring mutilated features as an embalmer under the laws of the state of California.
- 3.11 Establishment/Contractor:** Any person, association, partnership, corporation, or other organization licensed by the CF Bureau as a Mortuary and conducting business as a funeral Establishment/Contractor with at minimum one licensed funeral director to manage, direct or control its business or profession. In the event the Establishment/Contractor is an LLP or LLC, it must be in good standing. The Establishment/Contractor shall be devoted exclusively to the activities related to the preparation and arrangement for funeral services including the transportation, burial, or other disposition of human remains.
- 3.12 Family Car:** A vehicle designed to transport people such as a limousine, or other passenger vehicle acceptable to the PA that the Establishment/Contractor insures and maintains for the transport of family/relatives and/or friends of the decedent. In no instance shall a Family Car be utilized to transport remains.
- 3.13 Funeral Director:** A person licensed by the CF Bureau that is engaged in or conducting, or holding himself or herself out as engaged in any of the following: a) Preparing for the transportation or burial or disposal, or directing and supervising transportation or burial or disposal of human remains; b) Maintaining an Establishment/Contractor for the preparation for the transportation or disposition or for the care of human remains; c) Using, in connection with his or her name, the words "funeral director," or "undertaker," or "mortician," or any other title implying that he or she is engaged as a funeral director.
- 3.14 Funeral Service:** A religious service conducted by clergy in accordance with the decedent's religious beliefs or as directed by the PA at an appropriate location, such as a chapel at the Establishment/Contractor's facility designated for such purpose and acceptable to the PA.
- 3.15 Memorial or Holy Cards:** A printed memento passed out or made available at the Funeral Service with information about the decedent.
- 3.16 Mortuary Services:** All services provided by the Establishment/Contractor associated with the funeral of the decedent including, but not limited to, the transportation, preparation, care, and custody of the decedent.

- 3.17 Motorcycle Escort:** A funeral escort by uniformed staff on motorcycles, which ensures that the funeral procession stays together on public streets and/or highways following the Funeral Service.
- 3.18 Music:** Live or recorded music played at the Funeral Service. Music shall be complementary to the Funeral Service and appropriate to the religious denomination or affiliation of the decedent.
- 3.19 Newspaper Publication:** An obituary for a decedent in a newspaper of general circulation that is published on not less than a weekly basis and distributed in the area of the decedent's last known residence. At minimum, the publication shall contain the decedent's name, date of birth, date of death, the Establishment/Contractor's name, address, telephone number, and time and location of Funeral Service(s) for the decedent. The publication shall appear in the obituary section of the newspaper and shall appear no less than two days prior to the Funeral Service. The PA may require additional information be included or publication be in multiple newspapers.
- 3.20 Public Administrator:** The County Board, pursuant to Government Code Section 24300(j), consolidated the Office of the PA with the County Treasurer. Upon appointment, the County Treasurer is ex-officio of the County PA and performs all of the duties of the Office, including making funeral arrangements for decedents in accordance with the California Probate Code and Health and Safety Code.
- 3.21 Register Book:** A book provided by the Vendor to be accessible during the Funeral Service for attendees to record their names and/or other information. Following the Funeral Service, the book shall be given to the PA.
- 3.22 Remains:** The body of a deceased person, regardless of its stage of decomposition, and cremated remains.
- 3.23 The Treasurer and Tax Collector:** The Department Head of the County's TTC, ex-officio Public Administrator of the County, or his or her designee.
- 3.24 TTC:** As used herein, the acronym "TTC" shall mean the County of Los Angeles Treasurer and Tax Collector, as a department.

4.0 RESPONSIBILITIES

4.1 Establishment/Contractor:

- 4.1.1 At all times, Establishment/Contractor must maintain a valid Mortuary license issued by the CF Bureau. The

Establishment/Contractor must at all times abide by the governing regulations including, but not limited to: Health and Safety Code, Business and Professions Code, and Title 16 of the California Code of Regulations (CCR).

- 4.1.2 At all times, the Establishment/Contractor shall ensure that all employees of the Establishment/Contractor, including any contractors, shall conduct business in a dignified and professional manner.
- 4.1.3 At all times, the Establishment/Contractor shall obtain and maintain all insurance coverages required and necessary to conduct a mortuary business, as required and specified in Subsections 8.23 and 8.24 of Appendix H, Sample Master Agreement.
- 4.1.4 License
 - 4.1.4.1 Licenses shall be displayed in accordance with Business and Professions Code Section 7680.
 - 4.1.4.2 Any license shall be made available for inspection to the PA immediately upon request.
- 4.1.5 At minimum, Establishment/Contractor shall:
 - 4.1.5.1 Maintain a mortuary facility licensed by the CF Bureau, and that is in compliance with all federal, state, and local laws and regulations including, but not limited to, Title 16 of the CCR and that is capable of providing the full array of services requested by the PA including the transportation, preparation, custody, and care of the decedent for burial, or other disposition.
 - 4.1.5.2 Establishment/Contractor shall conduct business and provide goods/services in a manner that is in compliance with all municipal, county, state, and federal laws, rules, regulations, ordinances, and codes.
 - 4.1.5.3 Establishment/Contractor shall conform to and abide by all applicable municipal, county, state, and federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. Where permits and/or licenses are required for the prescribed services, the Establishment/Contractor shall obtain them from the regulatory agency having jurisdiction therefor.

- 4.1.5.4 Maintain a chapel or other comparable private area acceptable to conduct a Funeral Service that is acceptable to the PA.
- 4.1.5.5 Maintain staff as described in Section 5.0, Staffing Requirements and as required by the CF Bureau.
 - 4.1.5.5.1 The Funeral Director or designee approved by the PA shall be responsible for all correspondence, reporting requirements, and record keeping resulting from services provided under this SOW.
- 4.1.5.6 Maintain a hearse or other motor vehicle that is acceptable to the PA for transporting the remains of the decedent and that complies at all times with the requirements set forth in §1209 of Title 16, CCR.
- 4.1.5.7 Maintain a Family Car.
- 4.1.6 Records shall be maintained for a minimum of 60 months following the Funeral Service or until any federal, state, or county audit is completed, whichever is later. Any records pertaining to referrals made by the PA shall be made available to the PA upon request.
- 4.1.7 In no instance shall an Establishment/Contractor solicit additional funds from friends or relatives of the decedent. However, this provision does not prohibit a friend or family member from requesting and purchasing additional goods or services. If a friend or family member requests or orders goods and/or services, the Establishment/Contractor shall have no claim against the PA or the decedent's estate for such goods and/or services purchased without the PA's written authorization.
- 4.1.8 No Establishment/Contractor or employees of an Establishment/Contractor shall solicit any business from the PA or employees of the PA. Any improper solicitation will be referred to the proper legal authorities and the Establishment/Contractor will be promptly removed and suspended from the List.
- 4.1.9 Referrals to the PA:
 - 4.1.9.1 In the event that an Establishment/Contractor takes custody of remains that may fall within the PA's jurisdiction, Establishment/Contractor shall utilize the Initial Decedent Referral Report, Exhibit D, to report a

death to the PA (see Probate Code §7600.6). The Initial Decedent Referral Report must be faxed to the PA on the date of death or as soon as administratively possible thereafter.

4.1.9.2 The Establishment/Contractor shall promptly report any additional information not contained on the Initial Decedent Referral Report to the PA immediately upon receipt.

4.1.10 The Establishment/Contractor shall perform specific duties that may include, but are not limited to, the following, as directed by the PA:

4.1.10.1 Establishment/Contractor shall ensure that Funeral Services commence within five business days from the date an Establishment/Contractor/Contractor receives a referral from the PA.

4.1.10.2 Establishment/Contractor shall report to the PA the day of the week, date, and time of the Funeral Services within two days of receiving a referral and no later than 24 hours prior to the Funeral Service.

4.1.10.2.1 Establishment/Contractor shall provide acceptable notification in a timely manner by telephone or other means of the date and time of the Funeral Service to friends and family of the decedent. The PA will provide names and telephone numbers of friends and family members to be notified by the Establishment/Contractor.

4.1.10.3 Arrangements made by the Establishment/Contractor shall include all of the following unless otherwise directed by the PA:

4.1.10.3.1 Coroner's Fees

4.1.10.3.2 Copies of Death Certificate

4.1.10.3.3 Newspaper Publication

4.1.10.3.4 Burial Permit

4.1.10.3.5 Mortuary Services

- 4.1.10.3.6 Funeral Service
- 4.1.10.3.7 Music
- 4.1.10.3.8 Casket
- 4.1.10.3.9 Clergy (\$50.00 minimum)
- 4.1.10.3.10 Flowers (\$50.00 minimum)
- 4.1.10.3.11 Sales tax as applicable
- 4.1.10.4 From time to time the PA may authorize additional services such as:
 - 4.1.10.4.1 Motorcycle Escort
 - 4.1.10.4.2 Family Car
 - 4.1.10.4.3 Burial Clothing
 - 4.1.10.4.4 Mileage to Riverside National Cemetery
- 4.1.10.5 Establishment/Contractor shall make arrangements and provide goods/services authorized by the PA in accordance with this SOW and the appropriate Mortuary Allowance or in accordance with any pre-need agreement.
 - 4.1.10.5.1 Exhibit B, Pricing Schedule, provides the casket description for each corresponding Mortuary Allowance.
 - 4.1.10.5.2 If there is not an existing pre-need agreement for a casket, Establishment/Contractor shall certify that a casket corresponding to the authorized Mortuary Allowance described on the Pricing Schedule was provided.
 - 4.1.10.5.3 If such a casket is not available, Establishment/Contractor shall certify that a substitute casket of equal or better quality was used at no additional expense. Substitutions are subject to the PA's approval.

4.2 Public Administrator:

- 4.2.1 The PA shall be responsible for any changes or amendments to this SOW that occur as a result of a change in law, ordinance, and/or policy of the federal, state, county, local municipality, or PA. Changes may be made from time to time to align this SOW with such requirements and/or policy. However, Establishment/Contractor shall be responsible to immediately conform and continually adhere to all federal, state, county, or local law, ordinance, and/or policy applicable to the Establishment/Contractor.
 - 4.2.1.1 When the PA makes changes to the SOW, Establishment/Contractor will be notified in writing of the changes.
 - 4.2.1.1.1 Such changes may include adjustments to the Pricing Schedule which may be made from time to time, but no more frequently than annually, at the PA's sole discretion. Rate changes in the Pricing Schedule shall not affect packages previously arranged between PA and Establishment/Contractor but not yet performed. PA will provide the proposed Pricing Schedule 30 days in advance of the effective date of the new Exhibit 2, Pricing Schedule.
- 4.2.2 The PA shall be responsible for making referrals to the Establishment/Contractor. The PA will provide direction as necessary to the Establishment/Contractor regarding the services to be provided.
- 4.2.3 The Establishment/Contractor shall use an Initial Decedent Referral Form, such as or similar to and containing the same information as that requested in Exhibit 3, to make referrals to the PA. The PA will authorize services to be provided in writing prior to the services being provided by the Establishment/Contractor. Services provided by the Establishment/Contractor that have not been authorized in writing by the PA shall not be charged against the estate of the decedent.
- 4.2.4 The PA from time to time may conduct unscheduled inspections of an Establishment/Contractor's premises and/or attend funeral services being provided for a PA-referred decedent, with or without notice to the Establishment/Contractor.

4.2.4.1 The PA will send a follow-up letter to the Establishment/Contractor with the findings of the site visit. The letter may include a Corrective Action Plan (CAP).

4.2.4.2 If in the PA's discretion, services are found to be inappropriate or inconsistent with this SOW or do not meet industry standards, The PA will document them and may report them to the CF Bureau or other enforcement agency as appropriate.

4.2.5 The PA will evaluate the Establishment/Contractor's performance in providing services on an annual basis or more frequently if needed, as determined by the PA.

5.0 STAFFING REQUIREMENTS

5.1 At all times Establishment/Contractor shall at minimum, maintain all of the following:

5.1.1 A Funeral Director licensed by the CF Bureau and in accordance with all federal, state, and local laws and regulations including, but not limited to, The Business and Professions Code, Sections 7615 - 7635 and 1204 of Title 16 in the CCR;

5.1.2 An Embalmer licensed by the CF Bureau;

5.1.3 Suitable driver(s) for the Family Car(s) and the vehicle(s) used to transport remains;

5.1.4 Other staff in appropriate measure to the size and scope of the Establishment/Contractor to ensure the Establishment/Contractor is managed in a professional manner and properly maintained. Other staff may include an apprentice embalmer, hair and make-up artist, receptionist, accountant etc.; and

5.1.5 Staff that has contact with the PA and the public shall be able to communicate effectively in English both orally and in writing.

6.0 SERVICE DELIVERY REQUIREMENTS

6.1 Establishment/Contractor shall provide mortuary services as instructed by the PA and with the same quantity and quality of service provided for decedents not under the jurisdiction of the PA.

- 6.1.1 Establishment/Contractor shall not have separate and/or unequal equipment and/or facilities for decedents under the jurisdiction of the PA from those of other clients.
 - 6.1.2 Establishment/Contractor shall provide mortuary services for decedents under the jurisdiction of the PA regardless of race, color, creed, or national origin.
- 6.2 Mortuary services shall be provided seven days a week, 24 hours each day. Establishment/Contractor has the option of not providing Funeral Services on County recognized holidays. However, all other services shall be available for the transportation, preparation, care, and custody of the decedent. County holidays are as follows:
 - 6.2.1 New Year's Day
 - 6.2.2 Martin Luther King, Jr. Day;
 - 6.2.3 Presidents' Day;
 - 6.2.4 Cesar Chavez Day;
 - 6.2.5 Memorial Day;
 - 6.2.6 Fourth of July;
 - 6.2.7 Labor Day;
 - 6.2.8 Columbus Day;
 - 6.2.9 Veterans' Day;
 - 6.2.10 Thanksgiving Day;
 - 6.2.11 Friday after Thanksgiving Day; and
 - 6.2.12 Christmas Day
- 6.3 Veteran's Services
 - 6.3.1 Establishment/Contractor will obtain the necessary flag to be used at the Funeral Service. The flag along with any service folder or memorabilia is to be returned to the PA following the Funeral Service.

7.0 LIST

- 7.1 The List is effective upon approval and execution of the Agreement by the TTC. This List shall expire on September 18, 2021, unless sooner extended or terminated, in whole or in part, as provided herein.
- 7.2 The PA shall have the sole option to extend the List term for up to three additional one-year periods and/or six month to month extensions, for a maximum total List term of eight years and six months. The Treasurer and Tax Collector or his/her designee, at his sole discretion, shall exercise each such option and/or extension throughout the Term of the List to meet the needs of the PA. In the event the TTC desires to renew the List by exercising an option term, the TTC shall provide Establishment/Contractor with a written notice of intent to renew the List 30 calendar days prior to the expiration of the Term of the List. The renewal option shall be set forth in writing, as provided in Appendix H, Master Agreement, Subsection 8.1.2, Change Notices and Amendments.
- 7.3 Only an Establishment/Contractor that is on the List at the time services are required is eligible for a referral by the PA.
- 7.4 The PA in his/her sole discretion may remove or suspend any Establishment/Contractor from the List for a period of time as determined by the PA.
 - 7.4.1 The PA will notify an Establishment/Contractor in writing of the effective date of the removal and/or suspension and the reason(s) therefor. If an Establishment/Contractor has been suspended, the end date of the suspension will also be included.
 - 7.4.2 An Establishment/Contractor that has been suspended and that submits a Statement of Qualifications (SOQ) under a different name or different location will not be considered until the suspension period has ended.
- 7.5 Establishment/Contractor will be removed and/or suspended from the List by the PA for any of the following:
 - 7.5.1 Failure to comply with a CAP;
 - 7.5.2 Refusing a referral from the PA without good cause as determined by the PA;
 - 7.5.3 Failure to obtain and maintain and/or provide to the PA in a timely manner all applicable state required licenses and/or certificates;

- 7.5.4 Failure to maintain and/or provide evidence of required insurance to the PA in a timely manner;
- 7.5.5 Failure to maintain and/or provide any agreed upon reports, documents, filings, or other data the Establishment/Contractor is responsible for providing to the PA in a timely manner;
- 7.5.6 Failure to deduct prepaid amounts from the cost allowance authorized by the PA;
- 7.5.7 Failure to deduct funds paid by friends/family toward the service package ordered for the decedent by the PA from the cost allowance authorized by the PA;
- 7.5.8 Failure to provide any service(s) as described in this SOW and as directed by the PA;
- 7.5.9 Filing for bankruptcy;
- 7.5.10 Any legal proceedings that in the PA's sole opinion may seriously jeopardize or bring into question the integrity of the Establishment/Contractor and/or its owner(s), partner(s), or director(s) and/or the services provided;
- 7.5.11 Submitting a false claim against an estate;
- 7.5.12 Establishment/Contractor and/or employees/agents offering/presenting gratuities to any PA employee. Gratuities include, but are not limited to, holiday or other special occasion gifts.
- 7.5.13 Any action of suspension or revocation by the CF Bureau may be grounds for removal and/or suspension from the List for a period of time as determined by the PA;
- 7.5.14 Any impropriety or misrepresentation that in the PA's opinion is flagrant is grounds for removal and/or suspension from the List; and/or
- 7.5.15 Any other reason as determined in the PA's sole discretion that warrants removal and/or suspension from the List.
- 7.6 The PA will use his/her discretion in selecting an Establishment/Contractor to provide services, taking into account any stated, written or otherwise, preferences and/or religious, cultural and ethnicity of the decedent and/or the decedent's family. Preference should be given to the locale where

decedent had a last residence and/or where the decedent had friends and family.

- 7.7 The PA does not guarantee a minimum or maximum number referrals to any Establishment/Contractor that is included on the List.
- 7.8 Any Establishment/Contractor that has been removed or suspended from the List may submit a new SOQ in accordance with the Request For Statement Qualifications (RFSQ) for Mortuary Services, PA 2015-02 PA MS.
 - 7.8.1 Any SOQ that is not in accordance with the RFSQ referenced above will be rejected.
 - 7.8.2 Any SOQ that is submitted prior to the expiration of the suspension period imposed by the PA will be rejected.
 - 7.8.3 Any Establishment/Contractor and/or the principal owner(s) of an Establishment/Contractor that appear on the County Debarment List shall be removed from the List or the SOQ shall be rejected as appropriate.

8.0 REPORTING REQUIREMENTS

8.1 Found Property

- 8.1.1 Establishment/Contractor shall remove all rings, watches, other jewelry items, and/or other valuables from the body for inclusion into the estate. Establishment/Contractor shall report any items of value found to the PA immediately. The PA will be responsible to document and pick up any such items.

8.2 Final Arrangements

- 8.2.1 Once all mortuary arrangements are finalized between the Establishment/Contractor and the PA, the Funeral Director or designee approved by the PA shall complete and execute the Establishment/Contractor Mortuary Services Agreement (Statement of Work Attachments – Appendix I1, Attachment 1), and email a scanned copy or fax a copy of it to the PA confirming the goods/services that have been provided and that will be provided, along with documentation of the place and time of the services, within two business days of receipt, but no less than 24 hours prior to the time of the funeral.
- 8.2.2 Any goods and/or services purchased/ordered from or through the Establishment/Contractor by friends and/or relatives of the decedent shall be itemized and reported to the PA on the Service

Arrangement Confirmation and Additional Services Report form. Items that are not approved/requested by the PA and that are listed on the Service Arrangement Confirmation and Additional Service Report shall not be charged against the estate of the decedent under any circumstances.

- 8.2.3 All arrangements shall include a Funeral Service unless otherwise directed by the PA.

8.3 Permits and Licenses

- 8.3.1 Upon renewal or upon any change that affects the Establishment/Contractor license, the Establishment/Contractor shall provide a copy of each new license issued by the CF Bureau within five business days of receipt of license. Any changes shall be reported to the PA in accordance with Section 7.5 of the Sample Master Agreement in Appendix H.

- 8.3.1.1 At minimum, an Establishment/Contractor shall provide a copy of valid licenses for the facility, director, and embalmer. If the Establishment/Contractor employs additional licensed staff, copies of all applicable licenses shall be provided to the PA upon renewal and/or change within five business days of receipt from the CF Bureau.

- 8.3.1.2 The Establishment/Contractor shall provide a copy of an appropriate and valid California Driver License and valid proof of insurance for each person authorized to drive any vehicle utilized to transport a decedent and any vehicle utilized to transport family/friends of the decedent such as the Family Car.

- 8.3.1.3 Establishment/Contractor shall report within two business days any expired, suspended, or revoked license to the PA in writing.

- 8.3.1.3.1 Failure of the Establishment/Contractor to report any expired, suspended, or revoked license shall be grounds for removal from the List.

- 8.3.1.4 Establishment/Contractor shall report to the PA any pending action taken against the Establishment/Contractor by the CF Bureau, federal, state, or local authorities. Establishment/Contractor shall report to the PA any litigation pending or otherwise

against the Establishment/Contractor and/or the owner(s), partner(s), and/or officer(s) within ten business days of service of process.

8.4 Service Disruptions

8.4.1 Establishment/Contractor shall immediately report to the PA in writing any unanticipated or anticipated disruptions in service.

8.4.1.1 The report of any anticipated disruptions shall include an estimated date that services will be unavailable or reduced and a date when services will or are expected to resume. Notification shall be given as soon as the Establishment/Contractor becomes aware that a disruption will occur.

8.4.1.2 The report of any unanticipated disruptions must be made within 24 hours of occurrence, with an estimate of the period of time that services will be unavailable or reduced and a date when services can be expected to resume.

8.5 Staffing Changes

8.5.1 The Establishment/Contractor shall report any anticipated or unanticipated changes in key staff to the PA in writing upon discovery.

8.5.1.1 The report should include at minimum the person's name and position and effective date of any change.

8.5.1.2 For staff changes that affect the licensed status of the Establishment/Contractor and/or the personnel, a copy of the new license or documentation of the status change of the license shall be submitted with the Change Transmittal, Exhibit H, upon receipt of the new license or status change documentation.

8.6 Service Changes

8.6.1 For any change in the services offered/provided, the PA shall be notified in writing using the change transmittal and provide an explanation of the change and the effective date of such change. This includes discontinued services as well as additional or supplemental services to be offered.

- 8.6.2 Copies of licenses for additional or supplemental services that require licensing by any federal, state, county, or local agency shall be attached to the notification with an explanation.

9.0 CORRECTIVE ACTION PLAN

- 9.1 The PA will issue a CAP to an Establishment/Contractor when in the PA's sole discretion the Establishment/Contractor has the ability to correct minor deficiencies in a reasonable amount of time. A CAP will not be utilized to resolve deficiencies in meeting the minimum requirements of this SOW or solicitation document, or a severe deficiency (ies) in services provision, or any deficiency (ies) in meeting CF Bureau requirements.
- 9.2 Failure or refusal to adhere to/complete the terms of the CAP shall be grounds for removal and/or suspension from the List at the PA's sole discretion.
- 9.3 The PA reserves the right to remove and/or suspend an Establishment/Contractor at any time, with or without a CAP.
- 9.4 Examples include DOJ failure of the funeral director or the embalmer, failure to comply with a CAP or to timely resolve complaints (Appendix H, Subsection 8.4), Conflict of Interest (Appendix H, Subsection 8.8), evidence of a bribe or attempt to bribe (Gratuities, Subsection 13.0 below), discovery that the Establishment/Contractor is not responsive or responsible in some manner that may or may not lead to debarment, etc.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix J, SOW and Sample Master Agreement Technical Exhibits, listing required services that will be monitored by the County during the term of this Contract *is* an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If this PRS appears to create any service that is not clearly and forthrightly set forth

in the Contract and the SOW, that apparent service will be null and void and place no requirement on Establishment/Contractor.

11.0 CONFIDENTIALITY

11.1 Establishment/Contractor shall maintain the confidentiality of all records obtained from the PA under this SOW in accordance with all applicable federal, state, local laws, ordinances, regulations, and directives relating to confidentiality.

12.0 CLAIMS

12.1 Costs charged against a decedent's estate shall include all of the following, as applicable or as directed by the PA:

12.1.1 Service Fee

This fee includes the reasonable and allowable costs, as directed by the PA, to cover the Establishment/Contractor's overhead, personnel, and equipment necessary for the preparation, care, and custody of the decedent by the Establishment/Contractor.

12.1.1.1 Photocopies of the Death Certificate

12.1.1.2 Coroner's fees

12.1.1.3 Newspaper Publication

12.1.2 Flowers

12.1.3 Clergy

12.1.4 Burial Permit

12.2 The PA may authorize the Establishment/Contractor to provide additional items including, but not limited to, any or all of the following:

12.2.1 Family Car

12.2.2 Motorcycle Escort

12.2.3 Burial Clothing

12.2.4 Mileage to Riverside National Cemetery.

12.2.5 Authorized additional amounts for extraordinary transport and/or travel distances at PA's sole discretion.

12.3 The sum of all costs the Establishment/Contractor may charge against the estate of a decedent shall be in accordance with this SOW and shall not exceed the maximum allowances provided in Exhibit 2, Pricing Schedule, and according to written instructions authorizing additional items and/or services received from the PA included on Exhibit 3, Initial Decedent Referral Form.

12.4 Procedure

12.4.1 Establishment/Contractor shall provide goods/services as directed by the PA and within the maximum Mortuary Allowance authorized by the PA.

12.4.2 Establishment/Contractor must submit a copy of the executed Mortuary Services Order as requested by the PA, which shall include an itemized list of services and charges, and submit all claims under cover of the Judicial Council-prescribed Form DE-172, Creditor's Claim, Exhibit 4. For convenience, a sample is provided as Exhibit I. The PA is not responsible for incomplete, improperly completed, or unfilled claims by the Establishment/Contractor.

12.4.2.1 For convenience, an electronic version of the DE-172 may be accessed at: <http://www.courtinfo.ca.gov/forms>.

12.5 Payment for claims is contingent upon the following:

12.5.1 The Court granting Letters of Administration to the PA;

12.5.2 Presentation of a Creditor's Claim, in proper form within the statutory period for filing claims;

12.5.3 Allowance of the claim by the PA;

12.5.4 Approval of the claim by the Court or PA, whichever is appropriate; and

12.5.5 Sufficient funds in the estate to pay the Claim.

12.6 Documentation

12.6.1 Authorized services provided by the Establishment/Contractor and/or authorized fees paid by the Establishment/Contractor shall be documented on the DE-172, Creditor's Claim.

12.6.2 Per PA's instructions, Establishment/Contractor shall either file the DE-172 with the Court and simultaneously provide the PA a copy of the filed form, or submit the DE-172 directly to the PA.

- 12.7 The PA is not responsible for any non-payable claims which may include, but are not limited to, the following:
- 12.7.1 Claims for services prepaid by the decedent or other person in a pre-need arrangement;
 - 12.7.2 Claims for services paid for by a family member, or friend of the decedent or on behalf of the decedent, or family of the decedent;
 - 12.7.3 Claims for services not authorized by the PA in writing;
 - 12.7.4 Claims for unreasonably large sums at the discretion of the Court; and
 - 12.7.5 Claims not timely made within the statute of limitations, as outlined in section 9100 of the Probate Code.

13.0 GRATUITIES

13.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from an Establishment/Contractor with the implication, suggestion or statement that the Establishment's/Contractor's provision of the consideration may secure more favorable treatment for the Establishment/Contractor in the award of a Master Agreement or that the Establishment's/Contractor's failure to provide such consideration may negatively affect the County's consideration of the Establishment's/Contractor's submission. An Establishment/Contractor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

13.2 Establishment Notification to County

An Establishment/Contractor shall immediately report any attempt by a County officer, employee, or agent 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 Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. The Establishment/Contractor's failure to report such a solicitation may result in elimination of the Establishment's submission from consideration.

13.3 Form of Improper Consideration

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

14.0 INFORMATION SECURITY REQUIREMENTS

An Establishment/Contractor who conducts funeral arrangements transactions via telephone and facsimile with the County, shall comply with the information security requirements of this Section by maintaining confidentiality in accordance with the requirements in Section 7.7 of the Sample Master Agreement and Section 11.0 of this SOW.

An Establishment/Contractor who conducts funeral arrangements transactions via email, internet/website, and/or other electronic methods, other than via telephone and facsimile with the County, shall use the appropriate physical and/or computer security safeguards that meet or exceed the requirements specified in SOW Attachments 5, 6, and 7.

15.0 QUALITY CONTROL PLAN

15.1 The Establishment/Contractor shall establish, utilize, and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract and assure that the requirements of the Contract are met. The Plan shall be submitted with the bid packet prior to the contract start date. After the contract start date and as changes occur to the plan, Contractor must provide an updated plan to the PA Contract Manager within five business days. The Plan shall include, but may not be limited to, the following:

- Method of monitoring to ensure that Contract requirements are being met;
- An inspection system covering the services listed on Appendix J, Exhibit 2, PRS. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring;
- The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable; and
- An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations.

- 15.2 Contractor shall maintain a file of all inspections conducted by the County, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This documentation shall be provided to the County upon request.

STATEMENT OF WORK ATTACHMENTS

- Attachment 1 – SAMPLE MORTUARY SERVICES AGREEMENT
- Attachment 2 – PRICING SCHEDULE
- Attachment 3 – INITIAL DECEDENT REFERRAL
- Attachment 4 – CREDITOR'S CLAIM FORM
- Attachment 5 – INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- Attachment 6 – DATA ENCRYPTION REQUIREMENTS
- Attachment 7 – SECURITY/DATA EXCHANGE REQUIREMENTS

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 1 – SAMPLE MORTUARY SERVICES AGREEMENT

Date: January 24, 2017



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
PUBLIC ADMINISTRATOR OPERATIONS**



JOSEPH KELLY
PUBLIC ADMINISTRATOR

MORTUARY SERVICES AGREEMENT

Date: January 24, 2017

Mortuary: ABC Mortuary
123 Anywhere Street
Los Angeles, CA 90001

Estate Name: Joseph J
Estate No.: 0010101-D
Date of Death: 12/12/2012

1. Per our agreement, the following professional services plan, described in Sections VI and VII of the Mortuary Agreement and on the reverse, is to be provided to the decedent:

Plan requested: Cremation at a price not to exceed \$ 2,170.00

2. The interment will take place at and services are to be conducted in compliance with the Mortuary Services Agreement, as agreed to and accepted by your mortuary.

3. Any agreement for payment is contingent upon the following:

- A. The Court granting Letters of Administration to the PA;
- B. Presentation of a Creditor's Claim in proper form within the statutory period;
- C. Court approval of the claim; and
- D. Sufficient funds in the estate to pay your claim during the regular course of administration.

4. A Creditor's Claim is to be filed within 120 days from the date Letters are first issued to the Public Administrator. The original claim must be mailed or delivered as soon as possible after a probate case number has been assigned to:

Los Angeles Superior Court
111 North Hill Street, Room 429
Los Angeles, CA 90012

5. A copy of your claim, attached with an uncertified copy of the decedent's death certificate, and a copy of the obituary notice should be sent to:

Los Angeles County Public Administrator
320 W. Temple Street, 8th Floor
Los Angeles, CA 90012

The description of your claim must give the date and time of the service and include an itemized list of the services and items actually provided, and their associated charges.

NOTE: To claim interest 60 days from date of death, intent to do so must be stated on the claim form.

6. The following additional items have been requested, at the costs agreed to:

PUBLIC ADMINISTRATOR

ABC Mortuary

By Jane Doe, Deputy Public Administrator John Doe, President

Date

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 2 – PRICING SCHEDULE

MORTUARY SERVICES PLANS AND PRICE SCHEDULE (2015-2020 Contract Period)

Services/Plans	1-Cremation	2-Basic Plan (Direct Burial)	3-Intermediate Package	4-Premium Package
Minimum Disposition Arrangements (Per Plan)	▪Body transfer ▪Personnel ▪Facilities use ▪Death Certificates (3)	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing	▪Body transfer ▪Personnel ▪Facilities use ▪Burial Permit ▪Death Certificates (3) ▪Clothing ▪Casketing
Additional (PA-required) Services	▪Obituary published in decedent's locale ▪Refrigeration (up to 14 days)	▪Obituary published in decedent's locale ▪Refrigeration (up to 14 days)	▪Obituary published in decedent's locale	▪Obituary published in decedent's locale
Embalming and Visitation			▪Embalming ▪Visitation (up to 4 hours)	▪Embalming ▪Visitation (up to 4 hours)
Basic Casket	▪Cardboard/alternative cremation container	▪Minimum of cloth covered wood w/ flat or raised flat top, rayon or crepe interior		
Fine Casket			▪Minimum of 20 gauge steel or solid hardwood, with hardware; with or without rounded top, locking mechanism, and crepe or muslin interior	
Premium Casket				▪Minimum of 18 gauge steel, 32 oz. bronze or copper, or fine solid wood (e.g., mahogany, cherry, pecan), w/ fine finish exterior, decorative hardware/ ornamentation, and velvet interior
Funeral Services			▪Coordinate services (mortuary/ church service - or - graveside interment/committal ceremony) ▪Clergy and staff/ushers ▪Flowers (music is optional)	▪Coordinate services (mortuary/ church service - or - graveside interment/committal ceremony) ▪Clergy and staff/ushers ▪Flowers (music is optional)
Cremation	Cremation			
MAXIMUM (Not-to-Exceed) PRICE:	\$ 2,170	\$ 2,230	\$ 4,160	\$ 5,495

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 3 – INITIAL DECEDENT REFERRAL REPORT

County of Los Angeles Treasurer and Tax Collector Public Administrator Operations	320 W. Temple St., 8 th Floor Los Angeles, CA 90012 INTAKE UNIT: (213) 974-0460 FAX: (213) 633-1944
INITIAL DECEDENT REFERRAL REPORT	EA #: _____
INTAKE CLERK INITIALS: _____	

PLEASE TYPE OR PRINT CLEARLY

Decedent Name: AKA(s): ☐ Male ☐ Female		Last Address: (Include facility name) ZIP: Phone: () Ext:		Date of Death: Date Reported:	
Reported By: (Name and Address) ZIP Phone () Ext.		Place of Death (Facility Name and Address) ZIP Phone () Ext.		Body Located At: (Facility Name and Address) ZIP Phone () Ext.	
Birth date (mm/dd/yyyy) Age		Birthplace		Social Security # Veteran #	
Race:		Marital Status:		Cause of Death:	
Religion:		Citizenship:			
Funeral Information: Burial Instructions Found ☐ Yes ☐ No Decedent has Pre-need ☐ Yes ☐ No Decedent has Prepaid ☐ Yes ☐ No Funeral Arranged By: Phone () Ext. Shipped Body To:				Mortuary/Cemetery: Address: Phone () Ext.	
Will Information : ☐ None ☐ Formal ☐ Holographic					
If You Have A Copy Of the Will, Please Attach					
Executor (Name and Address) Phone ()		Attorney (Name and Address) Phone ()		Location of Will: Date of Will:	

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 3 – INITIAL DECEDENT REFERRAL REPORT

DECEDENT NAME: _____

Relatives, Next-of-Kin, Friends, Employer - Please Indicate Relationship of Each Person		
Relationship	Name and Address	Telephone Number
Spouse		
(If Predeceased – DOD)	(Place of Death – City and State)	
Children		
Other Relatives		
Friends		
Employer		
Other		

Assets & Inventory			
☐ No Assets to Report			
Item	Type & Acct. #	Location	Estimated Value
☐ Keys			N/A
☐ Trust Account			\$
☐ Bank Account(s)			\$
			\$
☐ Jewelry			\$
☐ Cash			\$
☐ Credit Cards			N/A
Safe Deposit Box Key ☐ Yes ☐ No			
☐ Other			\$
Additional Information:			

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 4 – CREDITOR'S CLAIM FORM

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: ROOM 258 CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL JUDICIAL DISTRICT	TELEPHONE AND FAX NOS.:	DE-172 FOR COURT USE ONLY
ESTATE OF (Name): DECEDENT		CASE NUMBER:
CREDITOR'S CLAIM		

You must file this claim with the court clerk at the court address above before the **LATER** of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the *Notice of Administration* was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.

WARNING: Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

1. Total amount of the claim: \$
 2. Claimant (name):
 - a. ☐ an individual
 - b. ☐ an individual or entity doing business under the fictitious name of (specify):
 - c. ☐ a partnership. The person signing has authority to sign on behalf of the partnership.
 - d. ☐ a corporation. The person signing has authority to sign on behalf of the corporation.
 - e. ☐ other (specify):
 3. Address of claimant (specify):
 4. Claimant is ☐ the creditor ☐ a person acting on behalf of creditor (state reason):
 5. ☐ Claimant is ☐ the personal representative ☐ the attorney for the personal representative.
 6. I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are ☐ on reverse ☐ attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date:

(TYPE OR PRINT NAME AND TITLE)

(SIGNATURE OF CLAIMANT)

INSTRUCTIONS TO CLAIMANT

- A. On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- B. If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- C. If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)
- D. Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- E. Mail or deliver a copy to the personal representative and his or her attorney. Complete the *Proof of Mailing or Personal Delivery* on the reverse.
- F. The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- G. Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

CREDITOR'S CLAIM
(Probate)

Legal
Solutions
& Plus

Probate Code, §§ 9000 et seq., 9153

STATEMENT OF WORK ATTACHMENTS

ATTACHMENT 4 – CREDITOR'S CLAIM FORM

ESTATE OF (Name):		CASE NUMBER:
DECEDENT		
FACTS SUPPORTING THE CREDITOR'S CLAIM		
☐ See attachment (if space is insufficient) Item and supporting facts		
Date of item		Amount claimed
TOTAL		\$
PROOF OF ☐ MAILING ☐ PERSONAL DELIVERY TO PERSONAL REPRESENTATIVE <i>(Be sure to mail or take the original to the court clerk's office for filing)</i>		
1. I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age. 2. My residence or business address is (specify):		
3. I mailed or personally delivered a copy of this <i>Creditor's Claim</i> to the personal representative as follows (check either a or b below): a. ☒ Mail. I am a resident of or employed in the county where the mailing occurred. (1) I enclosed a copy in an envelope AND (a) ☐ deposited the sealed envelope with the United States Postal Service with the postage fully prepaid. (b) ☒ placed the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with the business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. (2) The envelope was addressed and mailed first-class as follows: (a) Name of personal representative served: (b) Address on envelope: (c) Date of mailing: (d) Place of mailing (city and state): b. ☐ Personal delivery. I personally delivered a copy of the claim to the personal representative as follows: (1) Name of personal representative served: (2) Address where delivered: (3) Date delivered: (4) Time delivered:		
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Date:		
(TYPE OR PRINT NAME OF CLAIMANT)		(SIGNATURE OF CLAIMANT)

DE-172 (Rev. January 1, 1998) **CREDITOR'S CLAIM** Page two
(Probate)

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Attachment sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the Term of the Contract. These procedures are in addition to the requirements of the Contract and the Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including any of the foregoing that store, transmit, handle or interact in any way with County Confidential Information, including, but not limited to, Protected Health Information and Personal Data (collectively, "Personal Information"), against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment 21 (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Attachment, capitalized terms shall have the meanings set forth in the Contract. County Confidential Information shall include Protected Health Information. Personal Data shall include "personal information" as defined in California Civil Code Section 1798.29(g).

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

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

physical and logical security controls to prevent transfer of Personal Information to any form of Removable Media. For purposes of this Attachment 21 (Information Security and Privacy Requirements), “**Removable Media**” means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personal Information.** All Personal Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with law, including, but not limited to, the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all electronic Personal Information (stored and during transmission). If Personal Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personal Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personal Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personal Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Information cannot be retrieved.
5. **Data Control; Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personal), Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personal Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

6. **Hardware Return.** Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing County Confidential Information to County. The County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization⁷).
7. **Physical and Environmental Security.** Contractor facilities that process any County information, including but not limited to County Confidential Information, will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

⁶ Available at <http://www.csrc.nist.gov/>

⁷ Available at <http://www.csrc.nist.gov/>

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **IT Infrastructure Protection.** Contractor must take all necessary precautions to detect and prevent the introduction of malicious code and suspicious activity within its IT infrastructure. Contractor must: (a) implement intrusion detection/prevention and anti-malware capabilities for its logical perimeter, Local Area Network (LAN), servers, mail servers, PCs, mobile devices and other devices that store, process and/or transmit County Confidential Information; (b) establish an appropriate blocking strategy on the network perimeter; (c) implement technical and administrative processes and controls to ensure that staff do not access external Internet email accounts or non-business related website from the Contractor network; and (d) implement filtering capability for blocking access to Internet sites that are deemed to be non-business related or present an information security risk.
11. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Confidential Information.
 - d. In the event the County desires to conduct an unannounced penetration test, the County shall provide contemporaneous notice to the Contractor's Vice President of Audit, or such equivalent position. Any of the County's regulators shall have the same right upon request. The Contractor shall provide all information reasonably requested by the County in connection with any such audits and shall provide reasonable access and assistance to the County or its regulators upon request. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. The County reserves the right to view, upon request, any original security reports that the Contractor has undertaken on its behalf to assess the Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. The Contractor will notify the County of any new assessments.
12. **Contractor Self Audit.** The Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by the Contractor or a third-party when applicable; and (2) the corrective actions or modifications, if any, the Contractor will implement in response to such audits.
- Relevant audits conducted by the Contractor as of the effective date of the Contract shall include:
- a. ISO 27001:2013 (Information Security Management) – Contractor-Wide. A full recertification is conducted every year.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by the Contractor for internal or Contractor client use.
 - (iv) **Detailed findings**- If not published externally, a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above and the ISO certificate is published on _____, Contractor's website.
- b. SSAE-16 – As to Hosting Services, if any, or use of any remote servers (e.g. cloud storage, software-as-a-service or SaaS) by the Contractor:
- (i) Audit with spans of a full twelve (12) months of operation and produced every six (6) months (end of June, end of December)
 - (ii) Resulting detailed report made available to the County.

If detailed findings are not published externally, a summary of the report findings, and corrective actions, if any, will be made available to the County as provided above.

13. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Contract, the County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit (e.g., attestation of security controls) of the Contractor's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than thirty (30) days from the date of the request by the County. The County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. The County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.
14. **Confidentiality.** The following shall supplement Section 7.7 (Confidentiality) of the Contract.

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- a. **Non-Exclusive Equitable Remedy.** The Contractor acknowledges and agrees that due to the unique nature of the County's Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.
- b. **Compelled Disclosures.** To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose the County's Confidential Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order, or requirement and prior to disclosing the County's Confidential Information pursuant thereto, the Contractor will so notify the County in writing and, if possible, the Contractor will provide the County notice not less than five (5) days prior to the required disclosure. The Contractor will use reasonable efforts not to release County Confidential Information pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of the County's Confidential Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the County regarding such measures. Notwithstanding any such compelled disclosure by the Contractor, such compelled disclosure will not otherwise affect the Contractor's obligations hereunder with respect to the County Confidential Information so disclosed.
- c. **County Data.** All the County Confidential Information shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Confidential Information shall not be used by the Contractor for any purpose other than as required under the Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by the Contractor or commercially exploited or otherwise used by or on behalf of the Contractor, its officers, directors, employees, or agents.
- d. **Return of Confidential Information.** On the County's written request or upon expiration or termination of this Contract for any reason, the Contractor will promptly: (a) return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing the County Confidential Information; (b) if return or destruction is not permissible under applicable law,

STATEMENT OF WORK ATTACHMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the County Confidential Information, and provide a notarized written statement to the County certifying that all such County Confidential Information has been delivered to the County or destroyed, as requested by the County.

STATEMENT OF WORK ATTACHMENTS DATA ENCRYPTION REQUIREMENTS

(2-16-16)

1.1 DATA ENCRYPTION

The Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

- 1.1.1** Stored Data. The Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
- 1.1.2** Transmitted Data. All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
- 1.1.3** Certification. The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Attachment 6 (Data Encryption Requirements) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

STATEMENT OF WORK ATTACHMENTS SECURITY/DATA EXCHANGE REQUIREMENTS

1. The Establishment's/Contractor shall provide a Web Portal in a secure online environment to protect the confidentiality, integrity, and availability of the data exchanged. The Establishment's/Contractor shall provide the TTC an online website on a secure web server, including Establishment's/Contractor's web application that incorporates security, privacy safeguards and protections. These measures consist of the continuous performance of vulnerability assessments including, but not limited to, the application, server, and the network(s). Other measures include maintaining current software version with updated patches of its operating system, associated software running on the web server, and maintenance for related network devices.
2. The Web Portal must be accessible using the Transport Layer Security protocol to encrypt data transmitted between the Establishment's/Contractor's website and the TTC.
3. The Establishment's/Contractor shall exchange all data with the TTC electronically and securely, unless otherwise directed by the TTC. All data exchanges must take place in a secure manner using SFTP with data encryption with minimum cipher strength of 256-bit.
4. The Establishment's/Contractor must encrypt electronic files using PGP encryption. Use of open source PGP software is prohibited.
5. When email is exchanged between the Establishment/Contractor and the County, confidential/sensitive information shall not be sent via email unless the email and attached content are encrypted using the County's email encryption methods.
6. The Establishment's/Contractor must provide an overview of an annual cyber information security risk assessment to the TTC. The actual report detailing identified risks is not being requested from either a self-assessment or third-party perspective; however, what is requested is a general overview of those identified risks (i.e., high, medium, and low), and actions taken to remediate the vulnerabilities pertaining to the system/application.