

February 10, 2021

**Los Angeles County
Board of Supervisors**

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Fifth District

**REQUEST FOR STATEMENT OF ANCILLARY SERVICES
QUALIFICATIONS
FOR
TELERADIOLOGY SERVICES
(HS-1128)
ADDENDUM NO. 1**

This Addendum No. 1 to the Request for Statement of Ancillary Services Qualifications (RSASQ) replaces the following Appendices with the revised attached herein:

- Appendix E – Required Agreement
- Appendix F – HASMA Statement of Work for Teleradiology Services

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Director

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Chief Deputy Director, Clinical Affairs

The revised attached Appendices to reflect the corrected page references in the Table of Contents.

Nina J. Park, M.D.
Chief Deputy Director, Population Health

This Addendum No. 1 is posted on the Department of Health Services (DHS) Contracts and Grants' website at <http://dhs.lacounty.gov/wps/portal/dhs/cg/>.

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EXHIBIT E

REQUIRED AGREEMENT

DEPARTMENT OF HEALTH SERVICES



HEALTHCARE ANCILLARY SERVICES MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

TELERADIOLOGY SERVICES

**HASMA
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HEALTHCARE ANCILLARY SERVICES MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS

ANGELES AND

FOR
TELERADIOLOGY SERVICES

This Master Agreement, including Exhibits, is made and entered into this ____ day of _____, 2021, by and between the County of Los Angeles (hereafter "County") on behalf of its Department of Health Services (hereinafter "DHS" or "Department") and _____ (hereinafter "Contractor"). Contractor is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Healthcare Ancillary Services, including Teleradiology Services (hereafter "Services"), when certain requirements are met; and

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

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

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services, or designee, to execute and administer this Master Agreement; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K and L 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 among 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:

- 1.0 EXHIBIT A – Statement of Work
- 1.1 EXHIBIT B – Pricing Schedule
- 1.2 EXHIBIT C – County’s Administration
- 1.3 EXHIBIT D – Contractor’s Administration
- 1.4 EXHIBIT E – Contractor’s EEO Certification
- 1.5 EXHIBIT F – Jury Service Ordinance
- 1.6 EXHIBIT G – Safely Surrendered Baby Law
- 1.7 EXHIBIT H – Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT I – Business Associate Agreement

SB 1262 – Nonprofit Integrity Act of 2004

- 1.9 EXHIBIT J – Charitable Contributions Certification (if applicable)
- 1.10 EXHIBIT K – Medical Health Screening (Intentionally Omitted)
- 1.11 EXHIBIT L – Zero Tolerance on Human Trafficking Policy Certification

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 terms and phrases in this Paragraph 2.0, with the initial letter capitalized where applicable, shall be construed to have the meanings below when used in the Master Agreement, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor that is in compliance with the terms and conditions of the RSASQ and the Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms "Active Contractor" and "Contractor" may be used interchangeably throughout the Master Agreement, including this base document.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS; Department:** County's Department of Health Services.
- 2.5 Director:** Director of the Department of Health Services or authorized designee.
- 2.6 Facility; Facilities:** Medical Centers, Health Centers, Outpatient Centers and any other healthcare facilities services pursuant to this Master Agreement.
- 2.7 Facility's Master Agreement Program Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes to the Master Agreement on behalf of the County.
- 2.8 Facility's Project Director:** Person designated by the Director with authority to approve invoices for the applicable Facility.
- 2.9 Facility's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement for the applicable Facility.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Master Agreement:** County's standard agreement executed between the County and Contractor, setting forth the terms and conditions for the issuance and performance of the Services, including those specified in Exhibit A – Statement of Work.
- 2.12 Qualified Contractor:** A Contractor that has submitted a response to the RSASQ, has met the minimum qualifications listed in the RSASQ, and has an executed Master Agreement, in good standing, with the County for Healthcare Ancillary Services
- 2.13 Request for Statement of Ancillary Services Qualifications (RSASQ):** A solicitation based on establishing a pool of Qualified Vendors to provide Healthcare Ancillary Services through Master Agreements
- 2.14 Statement of Work:** A written description of tasks and/or deliverables required or desired by the County under the Master Agreement, including those set forth in Exhibit A – Statement of Work.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor shall, on an as-needed basis, provide Services described in Exhibit A – Statement of Work. The Services shall include conducting interpretation of radiologic images from Contractor's location of operation at the rates and fees set forth in Exhibit B – Pricing Schedule.
- 3.2** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.3** If the Contractor provides any task, deliverable, service or work to the County other than as specified in this Master Agreement, the same shall be deemed a gratuitous effort on the part of the Contractor, for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1** This Master Agreement shall be effective upon the date of its execution by the parties (hereafter "Effective Date"), with such date reflected on the top of page 1 of this Master Agreement, and shall remain in effect until and through December 31, 2021, unless extended or sooner terminated, in whole or in part, as provided herein (hereafter "Initial Term"). At the end of the Initial Term, the Master Agreement shall be automatically extended on a month-to-month basis until County gives Contractor a 30 days' prior written notice of its intention not to exercise the subsequent one-month renewal option.
- 4.2** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.
- 4.3** The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address specified in Exhibit C – County's Administration.

5.0 MASTER AGREEMENT SUM

- 5.1** Contractor shall be paid for Services provided under the Master Agreement in accordance with Exhibit B – Pricing Schedule.
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative

expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

5.4 INVOICES AND PAYMENTS

- 5.4.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

- 5.4.5 All invoices under this Master Agreement shall be submitted in two (2) copies to the following addresses of the respective Facility for which services were provided:

Department of Health Services
Harbor / UCLA Medical Center
General Accounting, Box 479
1000 W. Carson Street
Torrance, California 90509

Rancho Los Amigos National Rehabilitation Center
Finance Department, Attention: CFO
7601 East Imperial Highway
Downey, California 90242

LAC + USC Medical Center
Finance Department, Attention: CFO
2051 Marengo Street
Los Angeles, California 90033

Olive View – UCLA Medical Center
Finance Department, Attention: CFO
14445 Olive View Drive
Sylmar, California 91342

Martin Luther King, Jr. Outpatient Center
Finance Department, Attention: CFO
1670 East 120th Street
Los Angeles, California 90059

High Desert Regional Health Center
Finance Department, Attention: CFO
335 East Avenue I
Lancaster, California 93535

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.6 Local Small Business Enterprises (SBE) – Prompt Payment Program (if applicable)

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

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

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

5.6 BUDGET REDUCTIONS

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of County's Administration referenced in the following Sub-paragraphs is designated in Exhibit C – County's Administration. The County will notify the Contractor in writing of any change in the names or other contact information.

6.1 FACILITY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)

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

6.2 FACILITY'S PROJECT DIRECTOR

The Facility's Project Director, or designee, is the approving authority for invoices for the applicable Facility.

6.3 FACILITY'S PROJECT MANAGER

The Facility's Project Manager is the County's chief contact person with respect to the day-to-day administration of this Master Agreement for the applicable Facility.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit D – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or other contact information of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with the County's Facility Project Directors on a regular basis.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S)

- 721 The Contractor's Authorized Official(s) are designated in Exhibit D – Contractor's Administration. The Contractor shall promptly notify the County in writing of any change in the name(s) or address(es) of the Contractor's Authorized Official(s).
- 722 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

- 74.1 The Contractor shall provide, at the Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.
- 74.2 All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.
- 74.3 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 74.4 The Contractor shall notify the County within one (1) business day when staff is terminated from working under this Master Agreement. The Contractor shall retrieve and return an employee's County's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 74.5 If the County requests the removal of the Contractor's staff, the Contractor shall retrieve and return an employee's County's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 All Contractor staff performing work under this Master Agreement shall undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.
- 7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff pursuant to this Sub-paragraph 7.5 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than the County without County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to County or maintain such records and

information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.

- 7.63 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub- paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the 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 the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.64 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 7.65 The Contractor hereby agrees to comply with and shall cause each person providing Services pursuant to this Master Agreement to sign and adhere to the provisions of Exhibit H – Acknowledgment and Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 For any change which materially affects the scope of work, maximum term of the Master Agreement, payments or any term or condition included under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors, or its authorized designee.

- 8.12 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and the Director, or his/her designee.
- 8.13 The Director of DHS, or his/her designee, may at his/her sole discretion, authorize extensions of time as provided in Paragraph 4.0 – Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time authorized under the Master Agreement, a Change Notice or other modification to the Master Agreement shall be prepared by the County and provided to the Contractor.
- 8.14 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor's written consent, to preserve this Master Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.15 For any other change which does not materially affect the scope of work, term, Agreement Sum, or any other term or condition, a Change Notice shall be prepared and executed by the Contracts and Grants Division.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.21 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that

restricted it from notifying the County prior to the actual acquisitions/mergers.

- 822 The 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-paragraph, 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 Contractor may have against the County.
- 823 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.
- 824 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

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

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

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or vendors who was excluded or suspended regardless of the Contractor's prior knowledge of such exclusion or suspension. Failure of the Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Master Agreement Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for the County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for

approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within ten (10) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Master Agreement are incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, agents and volunteers, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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.

- 8.6.3 In addition, Contractor shall, during the Covered Period (as defined in Sub-paragraph 5.7 – Relief Funds, comply with all State, Federal and County laws, executive orders, regulations, ordinances, program and administrative requirements, policies and any other requirements applicable to and governing the Services, as such may be amended, including but not limited to those specified in Exhibit M – CARES Act CRF Requirements to the Master Agreement. Contractor hereby agrees to, and certifies its compliance with, all requirements of such Exhibit M – CARES Act CRF Requirements.

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

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
- 8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.

- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
- 8.7.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.7 when so requested by the County.
- 8.7.7 If the County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

- 8.7.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1 the lesser number is a recognized industry standard as determined by the County, or 2 the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-- paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.122 Chapter 2.202 of the County Code

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

8.123 Non-responsible Contractor

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

8.124 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the

Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.125 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

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

8.14.1 The Contractor hereby warrants that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

8.14.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which

the County may immediately terminate or suspend this Master Agreement.

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

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

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

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

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

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

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Master Agreement

terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If the 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 the Contractor by cash payment upon demand.

8.18.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers received via a facsimile or electronic communicative as legally sufficient evidence, such that the parties need not follow up facsimile or digital/electronic transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions.

8.21 FAIR LABOR STANDARDS

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

8.22 FEDERAL ACCESS TO RECORDS

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

for such access to the subcontract, books, documents and records of the subcontractor.

8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

8.24 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

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

8.25.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. The Contractor understands and agrees that it is separately and independently responsible for

compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Contractor's behalf. The Contractor has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

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

8.26 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.26.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.

8.27 INDEMNIFICATION

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

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Sub-paragraph 8.28 and Sub-paragraph 8.29 – Insurance Coverage of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 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 the County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to the County at the e-mail address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by

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

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

Certificates and copies of any required endorsements shall be e-mailed to:

cgcontractorinsurance@dhs.lacounty.gov

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

8.28.2 Additional Insured Status and Scope of Coverage

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

as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the 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 (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

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

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance Shall Be Primary

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

8.28.7 Waivers of Subrogation

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

8.28.8 Sub-Contractor Insurance Coverage Requirements

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

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.28.10 Claims-Made Coverage

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

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form"

over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

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

8.28.13 Alternative Risk Financing Programs

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

8.28.14 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

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

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

8.29.2 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified

to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8293 Unique Insurance Coverage

▪ Malpractice Coverage

Contractor shall provide its own Malpractice insurance covering its Radiologist Affiliates.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 LIQUIDATED DAMAGES

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

8.31.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency

within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in the Performance Requirements Summary (PRS) Chart, if any, and the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.32 MOST FAVORED PUBLIC ENTITY (INTENTIONALLY OMITTED)

8.33 NON EXCLUSIVITY

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

8.34 NOTICE OF DELAYS

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

8.35 NOTICE OF DISPUTES

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

8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.38 NOTICES

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

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation 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.

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

8.41 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.41 shall apply.

8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

8.42.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's

receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.42.5 If, at any time during the term of this Master Agreement or within [five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either:

a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.42.6 Patient Records

The Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from the Contractor at the Contractor's private office, then the Contractor shall also maintain such records on any such patient. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. All patient records for patients seen in the Contractor's office shall be retained by the Contractor for a period of seven (7) years following the expiration or earlier termination of this Master Agreement, unless otherwise required under State law. During such seven-year period, as well as during the term of this Master Agreement, all such records shall be retained by the Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of the County designated by the

Director or by the County's Auditor-Controller, or both, for purposes of inspection and audit.

8.42.7 Audit/Compliance Review

In the event County representatives conduct an audit/ compliance review of the Contractor, the Contractor shall fully cooperate with the County's representatives. The Contractor shall allow the County representatives access to all financial reports, medical records, and reports pertaining to this Master Agreement and shall allow photocopies to be made of these documents utilizing the Contractor's photocopier, for which the County shall reimburse the Contractor its customary charge for record copying services, if requested. The Director shall provide the Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

The County may conduct a statistical audit/compliance review of all claims paid by the County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with the Contractor. The Contractor shall be provided with a copy of any resultant written evaluation report(s).

The Contractor shall have the opportunity to review the County's findings for the Contractor, and the Contractor shall have thirty (30) calendar days after receipt of the County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of the County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to the Contractor for all claims paid during the audit/ compliance review period to determine the Contractor's liability to the County.

8.43 RECYCLED BOND PAPER

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

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this

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

8.45 SUBCONTRACTING

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the 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.

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

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

8.45.5 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 Contractor is responsible to notify its subcontractors of this County right.

8.45.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

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

8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the e-mail address shown below:

cgcontractorinsurance@dhs.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.46 SURVIVAL

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

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.27 (Indemnification)

Sub-paragraph 8.28 (General Provisions for all Insurance Coverage) Sub-paragraph 8.29 (Insurance Coverage)

Sub-paragraph 8.42 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.46 (Survival)

Exhibit I – Business Associate Agreement

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

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

8.49 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Master Agreement on the date and to the extent specified in such notice; and
- Transfer title and deliver to the County all completed work and work in process; and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;
- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not

limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

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

8.51 TERMINATION FOR IMPROPER CONSIDERATION

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

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report

shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

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

8.52 TERMINATION FOR INSOLVENCY

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

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

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

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.55 TIME OFF FOR VOTING

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

8.56 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 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.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Master

Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

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

8.59.2 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.

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

8.153 The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. The Contractor shall certify to, and comply with, the provisions of Exhibit L - Zero Tolerance on Human Trafficking Policy Certification.

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

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

8.61 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set HASMA No. **TBD** for Teleradiology Services

forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement.

8.62 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

8.63 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS

Neither Contractor, subsidiary of, nor subcontractor of Contractor, nor a Proposer shall participate, in any way, in developing or providing advice or consultation for any future solicitations conducted by the County that includes or is based upon any services rendered by the Contractor/Proposer under this Master Agreement. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Master Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE (if applicable)

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to

complete the Exhibit J - Charitable Contributions Certification, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT

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

9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.3.1 The Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.3.2 The Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.3.3 The Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

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**HEALTHCARE ANCILLARY SERVICES MASTER AGREEMENT
FOR
UTILIZATION REVIEW STAFF SUPPORT SERVICES**

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Victoria Mansourian
Principal Deputy County Counsel

APPENDIX F

STATEMENT OF WORK



DEPARTMENT OF HEALTH SERVICES

**HEALTHCARE ANCILLARY SERVICES MASTER
AGREEMENT**

STATEMENT OF WORK

FOR

TELERADIOLOGY SERVICES

STATEMENT OF WORK

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1.0 SCOPE OF SERVICES

This Appendix F (hereafter referred to as “Statement of Work” or “SOW”) to the Request for Statement of Ancillary Services Qualifications (“RSASQ”) sets forth the scope and requirements for provision of Teleradiology Services to be provided by selected Contractor(s) to the County of Los Angeles (“County”), Department of Health Services (“DHS”) pursuant to any Healthcare Ancillary Services Master Agreement (hereinafter “HASMA” or “Master Agreement”) awarded as a result of the RSASQ.

1.1 Teleradiology Services

Contractor shall arrange for the provision of Teleradiology Services, as hereinafter defined, in accordance with the terms and subject to the conditions of this Master Agreement. Contractor will provide services on an as-needed basis and there is no guarantee of a minimum or maximum amount of business.

1.2 Term of Radiologist Affiliate Assignment

Contractor’s Radiologist Affiliate(s) providing services hereunder shall be utilized on a part-time or intermittent basis, as those terms are defined under this Agreement. Contractor’s Radiologist Affiliates assigned pursuant to this Agreement shall be utilized to fulfill service needs that arise as a result of unanticipated circumstances, staffing shortages, peak workloads, unexpected emergencies, vacation, and/or after-hours coverage. Contractor will be scheduled based upon the needs of the individual facilities to fulfill subspecialty coverage as needed.

1.3 No Minimum Volume Guaranteed

County does not guarantee Contractor a minimum volume of its services. The Facility’s Project Manager or designee will be responsible for working with Contractor on clinic-schedule preferences and availability based on operational needs.

2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout this Statement of Work shall have the particular meanings given to such terms in the Master Agreement or the RSASQ. The terms and phrases used throughout this Statement of Work, with the initial letter capitalized where applicable, shall have the meanings specified below in this Paragraph 2.0.

2.1 Contractor: An entity that has submitted a response to the RSASQ, has met all Minimum Qualifications listed in the RSASQ and has an executed

Master Agreement, in good standing, with the County for Teleradiology Services.

- 2.2 DHS; Department:** County's Department of Health Services.
- 2.3 Master Agreement:** County's standard agreement awarded to each Contractor selected as a result of the RSASQ for provision of Services described in this Statement of Work, based on the Required Agreement included with the RSASQ.
- 2.4 Principal:** For purposes of this Statement of Work, is a person(s) who has a controlling interest in the ownership of the Contractor's business or who has controlling authority in the operations of the Contractor's business.
- 2.4 Radiologist Affiliate:** A licensed physician who is American Board of Radiology (ABR) board certified or ABR board eligible radiologist providing teleradiology services under this Agreement. For purposes of this Statement of Work, a Radiologist Affiliate shall include the Contractor's principal(s) when the principal is a licensed physician and is board certified by the ABR board or is an ABR board eligible radiologist, all physician employees, subcontractors and independent contractors of the Contractor.
- 2.5 Radiology:** Professional interpretation of diagnostic medical imaging examinations and physician assistance in completing those examinations, studies or procedures.
- 2.6 RSASQ:** Request for Statement of Ancillary Services Qualifications for Teleradiology Services released by County for provision of Services described in this Statement of Work.
- 2.7 Services:** Teleradiology services provided by selected Contractor
- 2.8 Reading Site:** As applied to Teleradiology services only, a location where radiology images are interpreted.
- 2.9 Service Site:** Any County facility clinical site where radiology procedures and imaging examinations are performed and images are obtained.
- 2.10 Teleradiology:** Electronic transmission of radiology images and reports to the Service Site.

3.0 APPROVED SERVICE SITES

All County DHS, Correctional Health Services ("CHS") and Department of Public Health ("DPH") facilities will be considered approved Services Sites for the Master Agreement, unless otherwise directed in writing by County.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor shall provide or arrange for the provision of the following:

4.1 Standard of Care

All Services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession.

4.1.1 County has established a Quality Assessment and Improvement Committee ("QA and QI"), composed of County employees appointed by the Director of Health Services, or designee, to review the services contemplated by the Master Agreement and to ensure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, County's QA and QI standards and the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's QA and QI representatives.

4.1.2 Contractor shall maintain an internal Quality Assessment program that ensures internal standard of care are met for the Services. This data shall be available to the County for use to ensure Contractor is operating in accordance with with the Master Agreement.

4.2 Teleradiology

4.2.1 Interpretive Services

The interpretation of diagnostic or therapeutic imaging and radiographic examinations (collectively referred to as "Procedures" herein), including radiography, fluoroscopy (includes gastrointestinal and genitourinary examinations), computed tomography, magnetic resonance imaging, nuclear medicine, bone density, ultrasound, and/or any studies as designated by a requesting facility. Contractor shall interpret radiographic images received at a Reading Site, via electronic transmission from County Facility. All interpretations shall be signed by the Radiologist Affiliate who interpreted the image within a specific time frame based on acuity of the study, as follows:

a. *STAT Studies*

Every County Facility shall annotate "STAT" on all priority studies. Contractor shall provide a written Preliminary or Final Report as requested on all STAT studies within sixty (60) minutes of Contractor receiving the image to enable the referring physician to access the report on such images through the Hospital PACS system and vendor online portal. Contractor shall provide final report within twenty four (24) hours from time preliminary STAT study was provided. All finalized reports must be viewable in the DHS electronic health record system. The Radiologist Affiliate will also be available for phone consultation as needed.

b. *Urgent studies – Inpatients*

All non-emergency Procedures for inpatients provided to Contractor without specific priority annotation shall be considered to be urgent. Contractor shall provide a written Preliminary or Final Report on all urgent studies within eight (8) hours of Contractor receiving the image to enable the referring physician to access the report on such images through the Hospital PACS system and vendor online portal. All finalized reports must be viewable in the DHS electronic health record system. The Radiologist Affiliate will also be available for phone consultation as needed.

c. *Routine studies - Outpatients*

All non-emergency Procedures for outpatients provided to Contractor without specific priority annotation shall be considered to be routine. Contractor shall provide a written Preliminary or Final Report as requested on all outpatient studies within seven (7) days of Contractor receiving the image to enable the referring physician to access the report on such images through the Hospital PACS system and vendor online portal. All finalized reports must be viewable in the DHS electronic health record system. The Radiologist Affiliate will also be available for phone consultation as needed.

4.2.2 Reports

Reports on images requiring telephonic consultation, as set forth in this SOW, shall be dictated by Contractor into the dictation system, provided by the respective County facility, within two hundred forty

(240) minutes of Contractor receiving the image. Contractor shall include date and time of telephonic conversation in dictated report.

4.2.3 Critical Results Notification

Contractor shall follow DHS critical results policies for communication of critical findings and other findings requiring documentation of communication based on Attachment 1 – Department of Health Services Critical Radiology Notification Lists providing for a detailed list of conditions warranting documented communication.

4.2.3.1 *Immediate Notification*

A situation when the Radiologist Affiliate interprets a study and recognizes an immediate, imminent danger to life, limb or public health condition (herein referred to as a “finding”). In this situation Radiologist Affiliate is required to and shall:

- A.** Immediately and personally communicate a finding(s) to the ordering provider or appropriate Facility contact and must receive a confirmation of communication.
- B.** Complete the communication of the finding(s) referenced above and receive confirmation of such communication within one (1) hour of Radiologist Affiliate discovering such finding(s).
- C.** Document the date, time, name and title of the ordering provider or appropriate Facility contact who was notified of the finding(s).

4.2.3.2 *Urgent Notification*

A situation when the Radiologist Affiliate interprets a study and recognizes important, but not life-threatening condition (herein referred to as a “finding”). In this situation, Radiologist Affiliate is required to and shall:

- A.** Urgently communicate a finding(s) with the ordering provider or appropriate Facility contact.
- B.** Complete the communication of the finding(s) referenced above and receive confirmation of communication within eight (8) hours of Radiologist Affiliate discovering such finding(s).
- C.** Document the date, time, name and title of the Facility provider who was notified of the finding(s).

4.2.3.3 *Confirmed Notification*

A situation when the Radiologist Affiliate interprets a study and recognizes a condition where follow-up is essential (herein referred to as a “finding”). Radiologist Affiliate shall not rely on the provider to find the results. In this situation, Radiologist Affiliate is required and shall:

- A.** Communicate a finding(s) with the ordering provider or appropriate Facility contact in a non-urgent manner.
- B.** Complete the communication of the finding(s) referenced above and receive confirmation of communication within seven (7) calendar days of Radiologist Affiliate discovering the finding.
- C.** Document the date, time, name and title of the Facility provider who was notified of the finding(s).

4.2.4 Telephonic Consultation

Contractor shall consult telephonically with an ordering provider, provider's designee or nurse at the County Facility to the extent that the patient's condition requires such a consultation or the consultation has been requested by the Facility.

Contractor shall initiate the telephonic consultation prior to or immediately following the dictation or other communication by Contractor that indicates that there exists on the image a condition or result that requires immediate attention or clarification or both.

4.2.5 Communication/ Transmission of Preliminary or Final Reports

4.2.5.1 *Communication/Transmission of Preliminary Reports*

Contractor must provide or be able to provide the following modes of communication to facilitate the transmission of Preliminary Reports:

- A.** Transmit Preliminary Notes in PACS or in Radiology Information System (RIS); or
- B.** Provide Preliminary Reports on the Contractor's teleradiology portal which is accessible to referring providers, radiologists and technologists; or
- C.** As a backup, provide facsimile copies of Preliminary

Reports.

4.2.5.2 *Communication/Transmission of Final Reports*

Contractor must be able to communicate the Final Report to facilitate by::

- A.** Preferred method - transmitting Final Reports via HL-7 to DHS EMR/ PACS/RIS in accordance with requirements identified in Attachment 3 – Picture Archival Communication System (PACS)/Electronic Medical Record (EMR) Integration to this Statement of Work; and
- B.** Redundancy - providing Final Reports on the Contractor's teleradiology, portal which is accessible to referring providers, radiologists and technologists.
- C.** Backup - providing facsimile copies of Preliminary or Final Reports.
- D.** Backup - uploading Final Reports into EMR system.

4.2.6 Preliminary or Final Reports

Provide Preliminary or Final Reports on the teleradiology portal, which is accessible to referring providers, radiologists and technologists.

4.2.7 Equipment and Supplies

Contractor, at no cost to County, shall provide or arrange for the provision of, the following items and services, including but not limited to, dictation equipment, computer hardware, computer software (collectively, the "Equipment and Supplies"), for the purpose of providing optimal Teleradiology Services and associated processing of reports:

- A.** Computer hardware selected by Contractor to be utilized at the Reading Site(s). At a minimum, Contractor shall have the equipment and software capacity to provide for the transmission of Preliminary or Final Reports;
- B.** Computer operating system software selected by Contractor to be utilized at the Reading Site(s), with the exception of any software necessary to electronically connect with the County

Facilities' PACS and EMR;

- C. Installation of software at the Reading Site(s) and training on such equipment of personnel utilizing computer hardware and software at the Reading Site(s);
- D. Facsimile and telephone to be utilized at the Reading Site(s) to communicate with each County Facility;
- E. Any supplies, services, maintenance, repairs and upgrades required to allow the use of the equipment described in Paragraphs (A) through (D) above for the provision of optimal Teleradiology services and associated reports; and

4.2.8 Quarterly Response Time Reports

Contractor shall provide County Facility on a quarterly basis with a Response Time Report, which summarizes Contractor's (mean, median, standard deviation, first quartile and third quartile range) response time for completing image reads during the report's reporting quarter.

4.2.9 Quality Assurance Measures

Contractor shall possess and maintain a quality assurance program, which includes peer reviews. Contractor shall provide County with such program within a reasonable period of time if requested by County.

4.2.10 System Failures

In the event a County Facility experiences a system failure related to but not limited to PACS, electronic medical record system, dictation software or network infrastructure, which system failure prevents the transmission of images to a Reading Site or to Reading Sites, DHS will be responsible for troubleshooting and restoring access for Teleradiology providers. If a County Facility's system failure cannot be recovered in a timely fashion, the DHS Facility's radiology providers will be prepared to support on-site radiology services.

4.2.11 Additional Services and Requirements

Contractor shall provide the following additional services and be subject to the following additional requirements related to the provision of Teleradiology:

4.2.11.1 *Ongoing Information Security Requirements*

Contractor comply with all information security requirements specified in Attachment 4 – Information Security Requirements to this Statement of Work.

4.2.11.2 *Ongoing Maintenance – Global Network Infrastructure*

Contractor shall maintain and provide ongoing maintenance of the global network infrastructure implemented for Teleradiology services to meet the demands of each County Facility. Contractor shall provide sufficient capacity to connect to each County Facility via RIS, PACS and any interfaces required to facilitate that connection.

4.2.11.3 *Ongoing Maintenance – Teleradiology Connection*

Contractor shall maintain and provide ongoing maintenance of the Teleradiology connection implemented at each County Facility, which shall comply with Attachment 3 – Picture Archival Communication System (PACS)/Electronic Medical Record (EMR) Integration to this Statement of Work and shall provide continued validation that appropriate safeguards are in place and County Facility security standards are met.

4.2.11.4 *Picture Archive*

Contractor shall have Picture Archival Communication System and Electronic Health Record Integration.

4.2.11.5 *DICOM Capacity and Storage*

Contractor shall have the capability and storage to receive DICOM images from all required modality types via DICOM transfer protocol. All transfer protocols must adhere to County Facility security standards and comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.

4.2.11.6 *Integration Specifications*

Integration specifications set forth in Attachment 3 – Picture Archival Communication System (PACS)/Electronic Medical Record (EMR) Integration.

4.2.11.7 *Technical Support*

Contractor shall provide sufficient technical support to ensure the Contractor's teleradiology computing infrastructure will be maintained by Contractor to provide Teleradiology Services.

4.2.11.8 *Software and Hardware*

Contractor shall ensure that software and hardware meet minimum DHS technical standards for diagnostic imaging interpretation by modality type. Ongoing upgrade of technology needed for imaging interpretation will be responsibility of Contractor, as needed, to maintain accordance with DHS minimum technical standards, which comply with Attachment 3 – Picture Archival Communication System (PACS)/Electronic Medical Record (EMR) Integration to this Statement of Work, as revised and/or updated by County.

4.2.11.9 *On-Site Requirements*

The following will be required for Contractor functioning on-site at any County Facility. If Contractor anticipates functioning on-site, Contractor shall adhere to all of the County Facility's Human Resources and Employee Health requirements.

A. *On-Site Administrative Functions*

Periodically, the Contractor may be required to participate in Radiology Department meetings pertaining to quality assurance activities, on-site medical conferences, the peer review process, and other on-site, administrative activities related to the Services provided by the Contractor pursuant to the Master Agreement. When the Contractor's participation in those meetings is deemed appropriate by the County, the Chief or Director of Radiology or the Facility Administrator, at each County Facility for which Contractor provides services, will provide at least a two (2) weeks' advanced notice requesting the Contractor to participate in such meeting(s).

Contractor shall not be obligated to provide academic services.

B. *Infection Control*

If any of Contractor's Radiologist Affiliates is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had in person contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each County Facility where the Affiliate Radiologist is assigned with twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor Radiologist Affiliate or Affiliated Principal during the usual incubation period for such infectious disease, the County Facility treating the patient will report such occurrence to Contractor if the law so permits. For purposes of the Master Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

C. *Physical Examinations/Immunizations*

Contractor shall ensure that each Radiologist Affiliate who performs patient care services on-site at the Facility under the Master Agreement is examined by a licensed physician or other licensed medical practitioner authorized to perform annual physical examination, on an annual or biannual basis, as required by the Joint Commission and Section 70723, Title 22, California Code of Regulations, and shall provide Facility Administrator at all reasonable time, upon request, with evidence that each such person is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest X-ray and/or annual TB skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such Radiologist Affiliate is

free of infectious disease(s), has been tested an/or vaccinated as required above, and is physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available at all reasonable times to Facility Administrator upon request.

A Contractor's Radiologist Affiliate not having completed one or more of the above tests may choose to obtain such test at County Facility, at Contractor's or the physician's expense, if such tests are offered by County Facility. In such event, the time Contractor's personnel spend obtaining such required tests may not be billed to County.

D. *Industrial Accidents*

Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's Radiologist Affiliates who experience an industrial accident (e.g., needle stick, exposure to airborne or other pathogens including COVID-19, etc.) while working at County Facility. In the event one of Contractor's Radiologist Affiliates receives a needle stick or is exposed to airborne or other pathogens including COVID-19, etc., such Radiologist Affiliate may seek immediate medical care at the assigned County Facility at Contractor's expense. Follow-up for Radiologist Affiliates exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and State guidelines and is the responsibility of Contractor and the individual Radiologist Affiliate.

E. *Parking*

If necessary, each County Facility Administrator shall make accommodations to provide parking at the Facility for the Radiologist Affiliates when they are providing Services on site.

F. *DHS Risk Management Handbook*

Each of Contractor's Radiologist Affiliates referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk

Management Information Handbook regarding DHS' malpractice policies and medical protocols.

4.2.11.10 *Malpractice Insurance*

Contractor shall maintain its own malpractice insurance coverage that meets DHS' coverage limit requirements prior to providing Services under the Master Agreement.

4.2.11.11 *Services Contractor Shall Not Provide*

A. Mammography

Mammography studies shall not be included in the scope of work under the Master Agreement unless and until the American College of Radiology and the United States Food and Drug Administration adopt acceptable digital transmission standards at which mammography studies may be transmitted and interpreted by teleradiology and the parties have amended the Master Agreement to provide for the inclusion of mammography studies.

4.2.12 Contractor's Ongoing Requirements

4.2.12.1 *Business License*

Contractor must possess a current business license at the time of the Master Agreement execution, and continuously thereafter throughout the term of the Master Agreement, including any extensions thereto.

4.2.12.2 *Radiologist Affiliate Experience, License, Qualifications, Competencies and Requirements*

A. Experience

Contractor shall screen and validate each Radiologist Affiliate's experience and suitability to determine and ensure that each such physician meets the qualifications set forth herein. Contractor shall also query the National Data Bank and State Medical Board on each Radiologist Affiliate, prior to each such physician providing services hereunder, and report to County Facility Administrator all adverse reports related to medical malpractice and disciplinary action

involving that physician. Contractor shall provide County Facility with a curriculum vitae for each Radiologist Affiliate seeking to provide services under this Agreement.

B. Requirements

Contractor shall ensure that the Radiologist Affiliates who provide Services under the Master Agreement satisfy all of the following requirements:

- 1) Have a current license to practice medicine from the Medical Board in the State of California. As requested by County, Radiologist Affiliates shall provide proof of their license. Contractor shall maintain documentation that Contractor has verified the current status of its Radiologist Affiliates; Depending on the needs of the Department, the Facility may request all or a portion of the studies to be read by the appropriate subspecialty radiologist;
- 2) Radiologist Affiliates must have privileges at each County Facility for appropriate procedures at which services are to be performed and must be members in good standing with the Professional Staff Association at each County Facility at which services are to be performed, which shall include successful completion of an accredited residency in the United States in the specialty of Radiology and continuous clinical practice in the practice of Radiology. For purposes of this paragraph, "continuous clinical practice" shall mean at least 800 hours during the previous two (2) years before the Radiologist Affiliate is assigned by Contractor to perform work under the Master Agreement;
- 3) Be certified or board eligible by the American Board of Radiology or American Board of Nuclear Medicine;
- 4) If applicable possess an X-Ray Supervisor and Operator's permit to perform fluoroscopic examination on site;

- 5) Be listed as an authorized user on each Facility State of California Radioactive Materials License (or satisfy requirements thereof) for providing Final Reports on Nuclear Medicine Imaging examinations or administer radio-nuclear therapy as appropriate.

4.2.13 Joint Commission

All Radiologist Affiliates providing services hereunder shall be in conformance with the continuing education requirements established by Joint Commission.

4.3 Contractor's Required Coverage

Teleradiology services shall be provided by Contractor at times and on those dates scheduled in writing by the Facility Medical Director or Chief of Radiology, Contract Project Manager or their designee. The Medical Director/Chief of Radiology or County Project Manager shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage, after-hours coverage or a sporadic or unpredictable need that does not require the need for a full-time physician.

5.0 COUNTY RESPONSIBILITIES

5.1 Support Staff

County will employ or contract for the services of the certified radiology technologists or other qualified and authorized personnel to properly transmit images to the Reading Site(s).

5.2 Communication of Study Interpretations

Each Facility shall take such actions as may be necessary, including provision of sufficient resources at the hospital, to allow for the immediate communication to the referring physician and/or other appropriate physician(s) of all interpretations of studies performed by the Radiologist Affiliates and communicated to a Service Site. County shall monitor Contractor's provided modes of communication to facilitate the transmission of Preliminary or Final Reports:

5.2.1 Transmit Preliminary Notes in PACS or in RIS

- Provide facsimile copies of Preliminary or Final Reports.
- Print Preliminary or Final Reports on designated printers.
- Be able to upload Final Reports into EMR system.
- Be able to page the ordering physician to listen to dictation of case.
- Provide messages for ordering physician that report is ready.
- Provide update messages in any available voice messaging system maintained by the County that report is ready.

For all abnormal results that require a follow up by the clinician, Contractor must send copy of abnormal results to the County Facility's Radiology Department, which may include but not be limited to supervisors, nursing staff and/or provider.

5.2.2 Maintenance of Films & Records

Each Facility shall maintain all radiographic films and related patient records pertaining to studies interpreted by Radiologist Affiliates in accordance with applicable federal and state laws. Upon request by Contractor for reasonable business purposes, including patient treatment or in connection with a professional liability claim, and after receipt from Contractor of any authorization or consent required by law, a Facility shall transmit electronic copies to Contractor and provide access to such films and records by the requesting party or its authorized agent, including the right to make copies thereof at the expense of the requesting party.

5.2.3 Additional Obligations

- 5.2.3.1 Each Facility shall notify Contractor of the telephone and facsimile numbers and contact person at each location providing images for purposes of receiving teleradiology services ("Service Site") prior to the commencement date of Services for that site.
- 5.2.3.2 In the event that the Facility personnel at a Service Site experiences difficulty in transmitting an image to a Reading Site, the Facility personnel shall notify Contractor of such difficulty by telephone immediately.
- 5.2.3.3 Each Facility shall cooperate with Contractor in the delivery of the services to be provided hereunder, including providing reasonable assistance to Radiologist Affiliates seeking medical staff privileges at the facility.

- 5.2.3.4 Each Facility shall cause County employed Radiologists not covered by the Master Agreement to perform image review in the event that Contractor is unable to receive readable images and/or sufficient patient information from the Service Site during periods when Contractor is responsible for providing Teleradiology services, for reason of failure of equipment as referenced in Paragraph 4.2.10 – System Failures above.
- 5.2.3.5 Each Facility shall cause County employed Radiologists to exercise overall responsibility for the radiological service at each Service Site to the extent that such responsibility is required to be exercised by a physician or physician group under State licensing laws and regulations or under any applicable hospital accreditation standards or requirements.
- 5.2.3.6 Each Facility shall provide necessary licenses and access to PACS and dictation systems for purposes of providing services under the Master Agreement.
- 5.2.3.7 Each Facility shall provide the dictation system, paperwork supplies and all materials necessary for dictation.

5.2.4 Personnel

- 5.2.4.1 The parties shall communicate in good faith regarding Contractor-referred Radiologist Affiliates.
- 5.2.4.2 County Facility Administrator reserves the right to request of Contractor to remove and/or replace any Radiologist Affiliate, for any appropriate reason, in its sole discretion, during the period of such Radiologist Affiliate's assignment to the County Facility. Contractor agrees to accept and abide by any decision of the County Facility.
- 5.2.4.3 Contractor reserves the right to discipline or terminate any Radiologist Affiliate for any appropriate reason, in its sole discretion, during the period of Radiologist Affiliate's assignment to the County Facility. County agrees to accept and abide by any decision of Contractor.
- 5.2.4.4 In termination cases, Contractor may bill the County Facility for the actual number of reports completed by said individual prior to his/her removal.

5.2.4.5 Any County Facility may refuse assignment of a Radiologist Affiliate who has previously been requested to be removed from the provision of services by any other County Facility.

6.0 QUALITY ASSURANCE PLAN

The County may evaluate the Contractor's performance based on the quality assurance procedures specified in Sub-paragraph 8.17 – County's Quality Assurance Plan. Such monitoring will, at a minimum, include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards.

6.1 Contractor Discrepancy Report

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

The Facility's Project Manager will determine whether a formal Contractor Discrepancy Report (Attachment 5 – Contractor Discrepancy Report to this Statement of Work) shall be issued. Upon receipt of this document, the Contractor shall respond in writing to the Facility's Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

6.2 County Observations

In addition to departmental contracting staff, other County personnel may, at any time during normal business hours, without unreasonably interfering with the Contractor's performance, observe Contractor's performance, and activities, and review documents relevant to the Master Agreement at any time during normal business hours, without unreasonably interfering with the Contractor's performance.

**DEPARTMENT OF HEALTH SERVICES
CRITICAL TELERADIOLOGY
NOTIFICATION LISTS**

Immediate Notification List: (critical results read back as soon as possible but not to exceed 1-hr. of Radiology interpretation)

- Evidence of New/Worsening/Unsuspected increased intracranial pressure (i.e. intracranial bleed, mass, edema, shift)
- Leaking aneurysm (cerebral, thoracic, abdominal)
- New Pulmonary embolism
- Emergent Surgical/Interventional abdomen (acute hemorrhage with active bleeding, unexpected free air, bowel/organ perforation, appendicitis)
- Spinal fracture with instability
- Acute cord compression
- Pneumothorax (new, increasing or unsuspected)
- New or unsuspected large sized pericardial effusion
- Suspected necrotizing infection
- Ectopic pregnancy (suspected)
- New or progressive major vessel dissection
- Suspected child abuse
- Acute Testicular or ovarian torsion
- Dangerous malposition of central line, endotracheal tube or nasoenteric tube
- Highly suspected active Tuberculosis
- Unsuspected Acute Ischemic Stroke
- Any change to a Preliminary Report that would urgently impact patient care
- Actionable retained foreign body

Urgent Notification List: (critical results read back within 8-hrs of Radiology interpretation)

- Acute deep venous thrombosis
- Moderate to severe obstructive uropathy (unsuspected, new or increasing)

Confirmed Notification List: (notification within 1-week of Radiology interpretation)

- Unsuspected finding worrisome for malignancy (>50% probability of malignancy)
- Unsuspected sizable aneurysm or rapid growth (Aorta >5cm, >1cm)

TELERADIOLOGY RATE SCHEDULE

Exam Type	Preliminary Rate	Final Rate
Computed Tomography (CT) (e.g. Single exam or non-contiguous exam)	\$ _____	\$ _____
CT – Contiguous Body Part (e.g. Pelvis is part of CT-Abdomen/Pelvis)	\$ _____	\$ _____
Magnetic Resonance Imaging (MRI) - (e.g. Single exam or non-contiguous exam)	\$ _____	\$ _____
MRI – Contiguous Body Part (e.g. Pelvis is part of MRI-Abdomen/Pelvis)	\$ _____	\$ _____
Ultrasound	\$ _____	\$ _____
Radiography (XR)	\$ _____	\$ _____
XR-Skeletal Survey	\$ _____	\$ _____

All studies will be paid based on the number of orders interpreted. For example, a *CT abdomen pelvis* will be paid as 1 study while a *CT head or brain* and a *CT maxillofacial* will be paid as 2 studies.

The exception is any studies which are performed of a bilateral structure and labelled in the order catalog as such will be paid at twice the rate of a unilateral study (ie *US LE Venous Doppler Bilateral* will be paid at twice the US rate).

**PICTURE ARCHIVAL COMMUNICATION SYSTEM (PACS)/
ELECTRONIC MEDICAL RECORD (EMR) INTEGRATION**

PACS REQUIREMENTS

Contractor shall utilize DICOM transfer protocol from the County Facility PACS for the transfer of radiology studies to the Contractor PACS system.

Contractor PACS system must conform to DICOM standards utilized by the County Facility PACS.

EMR REQUIREMENTS (For Final Reports Only)

Contractor shall utilize Health Level 7 (HL7) to interface with the County Facility Electronic Medical Record (EMR) system.

HL7 ORM (Order Entry Message) and **ORU** (Order Result Message)

Shall be required to transmits order and results between the County Facility EMR and the Contractor Reporting system.

Contractor interpreted reports must be electronically transmitted via HL7 ORU message type. Contractor shall be responsible for modifications to ORU messages based on County Facility requirements.

HL7 ADT messages may be used to populate or update patient demographics on the Contractor RIS system.

Contractor shall send and receive an Acknowledgement Message (ACK) for each message transmitted to and from the County Facility EMR.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Statement of Work Attachment 4 – Information Security And Privacy Requirements sets forth information security procedures to be established by Contractor and maintained throughout the term of the Master Agreement before Contractor may access, transmit or store any of County's sensitive data or information, including Personal Information, Protected Health Information or other County's confidential information (hereinafter, separately or cumulatively, "Confidential Information"). These procedures are in addition to the requirements of the Master Agreement and the Business Associate Agreement between the parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and other County's Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Attachment 3 will constitute a material, non-curable breach of the Master Agreement by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Master Agreement. Unless specifically defined in this Attachment 3, capitalized terms shall have the meanings set forth in the Master Agreement.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"), The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel and subcontractors contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, 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 physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health information to any form of Removable Media. For purposes of this SOW Attachment (Information Security and Privacy Requirements), "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip 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 (xD)), magnetic tape, and all other removable data storage media.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and 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 Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health 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 Identifiable Information and Protected Health 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 Protected Health Information), Personally Identifiable Information, Protected Health Information, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Agreement 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 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 Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practice in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).

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/>

⁶ Available at <http://www.csrc.nist.gov/>

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and 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 or Personally Identifiable 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 Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health 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 Personally Identifiable Information, Protected Health Information, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
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-viral 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:
 - 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.

⁷ Available at <http://www.csrc.nist.gov/>

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

10. **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.
 - 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 to 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 Personally Identifiable Information, Protected Health Information, and County Confidential Information.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (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.
 - (iii) **Supplier Audit** - Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings-** are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SOC 2 Type II Report -As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually to keep it "up-to-date".
 - (ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the Term of this Agreement, 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 Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. Confidentiality

- a. Except as provided in Section 13(b) (Exclusions) below, each Party agrees that all information supplied by one Party and its affiliates and agents (collectively, the "Disclosing Party") to the other ("Receiving Party") including, without limitation, (a) source code, prices, trade secrets, mask works, databases, designs and techniques, models, displays and manuals; (b) any unpublished information concerning research activities and plans, marketing or sales plans, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, or strategic plans, and unpublished financial information, including information concerning revenues, profits, and profit margins; (c) any information relating to County's customers, patients, business partners, or personnel; (d) Personally Identifiable Information (as defined below); and (e) Protected Health Information, as specified in Agreement's Business Associate Agreement, will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). The foregoing definition shall also include any Confidential Information provided by either Party's contractors, subcontractors, agents, or vendors. To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **Exclusions.** Confidential Information will not include any information or material, or any element thereof, whether or not such information or material is Confidential Information for the purposes of this Agreement, to the extent any such information or material, or any element thereof: (a) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, obligation or duty; (b) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

ordinary course of business or by proof of actual use by the Receiving Party, (c) has been or is hereafter rightfully received by the Receiving Party from a third-party (other than the Disclosing Party) without restriction or disclosure and without breach of a duty of confidentiality to the Disclosing Party; or (d) has been independently developed by the Receiving Party without access to Confidential Information of the Disclosing Party. It will be presumed that any Confidential Information in a Receiving Party's possession is not within exceptions (b), (c) or (d) above, and the burden will be upon the Receiving Party to prove otherwise by records and documentation.

- c. **Treatment of Confidential Information.** Each Party recognizes the importance of the other Party's Confidential Information. In particular, each Party recognizes and agrees that the Confidential Information of the other is critical to their respective businesses and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section 13 (Confidentiality) and elsewhere in this Agreement. Accordingly, each Party agrees as follows: (a) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement. Without limiting the foregoing, the Receiving Party shall use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance; (b) the Receiving Party may disclose or provide access to its responsible employees, agents, and consultants, who have a need to know and may make copies of Confidential Information only to the extent reasonably necessary to carry out its obligations hereunder; and (c) the Receiving Party currently has, and in the future will maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Confidential Information other than in accordance with this Agreement, including without limitation written instruction to and agreements with employees, agents, or consultants who are bound by an obligation of confidentiality no less restrictive than set forth in this Agreement to ensure that such employees, agents, and consultants protect the confidentiality of Confidential Information, including this Section 13 (Confidentiality) and Agreement's Standard Exhibit D (Acknowledgement, Confidentiality and Assignment Agreement). The Receiving Party will require its employees, agents, and consultants not to disclose Confidential Information to third-parties, including without limitation customers, subcontractors, or consultants, without the Disclosing Party's prior written consent, will notify the Disclosing Party immediately of any unauthorized disclosure or use, and will cooperate with the Disclosing Party to protect all proprietary rights in and ownership of its Confidential Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- d. **Non-Exclusive Equitable Remedy.** Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a Party or third-parties to unfairly compete with the other Party resulting in irreparable harm to such Party, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds for immediate termination of this Agreement in the exclusive discretion of the non-breaching Party.

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

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

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- h. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.")), Protected Health Information and "personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, subcontractors, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of Section 21 (County Confidential Information), during the Term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County's then current privacy policy (available at <https://intranet.ladhs.org/intracommon/public/DhsPolPro/polProSearchAction.cfm?unit=dhsintra&prog=dhsintra&ou=dhsintra>) , and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

CONTRACTOR DISCREPANCY REPORT

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____ Signature of County Representative	_____ Date
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CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____ Signature of Contractor Representative	_____ Date
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COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK
ATTACHMENT 6**

LIST OF COUNTY FACILITIES

HEALTH SERVICES HEADQUARTERS/ADMINISTRATION (HSA)	
FACILITY	LOCATION
Health Services Administration (HSA)	313 N. Figueroa St., Los Angeles CA 90012
Consolidated Business Office (CBO)	5555 Ferguson Sr. Commerce, CA 90022
Emergency Medical Services (EMS)	10100 Pioneer Blvd. Suite 200 Santa Fe Springs, CA 90670

DHS HOSPITALS	
FACILITY	LOCATION
Harbor/UCLA Medical Center	1000 W. Carson St. Torrance, CA 90509
Gardena High (School Based)	1301 W 182nd St, Gardena, CA 90248
Harbor-UCLA Family Health Center	1403 Lomita Blvd. Ste. 200, Harbor City, CA 90710
LAC+USC Medical Center	2051 Marengo St., Los Angeles CA 90033
Star Clinic	242 East 6th St., Los Angeles, CA 90014
Olive View-UCLA Medical Center	14445 Olive View Drive Sylmar, CA 91342
Rancho Los Amigos National Rehabilitation Center	7601 E. Imperial Highway Downey, CA 90242

AMBULATORY CARE NETWORK	
FACILITY	LOCATION
Antelope Valley Health Center	335 E. Avenue K-6, Ste B, Lancaster, CA 93535
Bellflower Health Center	10005 Flower St., Bellflower, CA 90706
Curtis Tucker Health Center	123 W. Manchester Blvd., Inglewood, CA 90301
Dollarhide Health Center	1108 North Oleander Ave., Compton, CA 90222
East Los Angeles Health Center	133 N. Sunol Dr. Ste 150, Los Angeles, CA 90063
East San Gabriel Valley Health Center	1359 N. Grand Ave., Covina, CA 91724
Edward R. Roybal Comprehensive Health Center	245 S. Fetterly Ave., Los Angeles, CA 90022
El Monte Comprehensive Health Center	10953 Ramona Blvd. Ste 221, El Monte, CA 91731
Glendale Health Center	501 N. Glendale Ave., Glendale, CA 91206
H Claude Hudson Comprehensive Health Center	2829 S. Grand Ave., Los Angeles, CA 90007

**STATEMENT OF WORK
ATTACHMENT 6**

LIST OF COUNTY FACILITIES

AMBULATORY CARE NETWORK	
FACILITY	LOCATION
High Desert Regional HC	335 East Avenue I, Lancaster, CA 93535
Hubert H. Humphrey Comprehensive Health Center	5850 S. Main St., Ste. 1127, Los Angeles, CA 90003
La Puente Health Center	15930 Central Ave., La Puente, CA 91744
Lake Los Angeles Community Clinic	16921 E. Avenue O, Ste G, Palmdale, CA 93591
Littlerock Community Clinic	8201 Pearblossom Hwy., Littlerock, CA 93543
Long Beach Comprehensive Health Center	1333 Chestnut Ave., Long Beach, CA 90813
Martin Luther King, Jr. Outpatient Center	12021 Wilmington Ave, Los Angeles, CA 90059
Mid-Valley Comprehensive Health Center	7515 Van Nuys Blvd., Van Nuys, CA 91405
San Fernando Health Center	1212 Pico St., San Fernando, CA 91340
South Valley Health Center	38350 40th St. East, Ste 100, Palmdale, CA 93552
Torrance Health Center	711 Del Amo Blvd., Torrance, CA 90502
West Valley Health Center	20151 Nordhoff St., Chatsworth, CA 91311
Wilmington Health Center	1325 Broad Ave., Wilmington CA 90744

JUVENILE CLINICS	
Central Juvenile Hall	1605 Eastlake Ave. Los Angeles CA 90033
Los Padrinos Juvenile Hall	7285 Quill Dr, Downey, CA 90242
Barry J. Nidorf Juvenile Hall	16350 Filbert St, Sylmar, CA 91342