

March 9, 2022

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**REQUEST FOR STATEMENT OF ANCILLARY SERVICES
QUALIFICATIONS
FOR
TELERRADIOLOGY SERVICES
(HS-1128)
ADDENDUM NO. 6**

This Addendum No. 6 ("Addendum") to the Request for Statement of Ancillary Services Qualifications ("RSASQ" or "HS-1128") for Teleradiology Services ("Services") is issued by the County of Los Angeles ("County") through its Department of Health Services ("DHS") and posted on the DHS Contracts and Grants ("C&G") website at <http://dhs.lacounty.gov/wps/portal/dhs/cg/>. The purpose of this Addendum is (i) to amend the rate schedule to include standardized pricing for Services that may be provided under the resultant Master Agreements; (ii) to update information security requirements; and (iii) to add the COVID-19 vaccination requirements in compliance with the new County ordinance.

Unless defined in the Addendum, any term with the initial letter capitalized shall have the meaning given to such term in the RSASQ. The RSASQ is amended as provided below.

1. The solicitation timeline is updated as a result of the changes under this Addendum by replacing Section 2.2 (Response Submission Instructions) of the RSASQ with the following, with the revised or added provisions highlighted in **red** font:

"2.2 RESPONSE SUBMISSION INSTRUCTIONS"

The RSASQ is subject to the to solicitation timeline outlined below.

MILESTONE

DUE DATE

Initial Written Questions from Respondents Due:

**March 16, 2022
1:00 p.m. Pacific Time (PT)**

Release of County's Responses to Initial Questions:

on or about March 23, 2022

Initial Due Date and Time for RSASQ Responses

March 30, 2022

("Initial RSASQ Response Deadline"):

1:00 p.m. PT

Respondents shall submit RSASQ response forms in electronic form only to:

Steven Elizondo, Contract Analyst, via e-mail at:

cng-hasma@dhs.lacounty.gov

Interested and qualified Respondents are encouraged to submit RSASQ responses on or by the Initial RSASQ Response Deadline for first consideration. The County will give priority for Master Agreement award to the Respondents whose RSASQ responses were received on or by the Initial RSASQ Response Deadline.

Once the County's needs are met, the County, at its sole discretion, may suspend the RSASQ. Thereafter, the County may re opened the solicitation, from time to time, if the County needs additional Contractors that meet the requirements of this RSASQ for provision of the services described hereunder.

Respondents' responses that are received after the Initial RSASQ Response Deadline or when the solicitation has been suspended may be considered by County for Master Agreement award at the convenience of the County.

Respondents that previously submitted a response to this RSASQ must resubmit their proposed rates for providing only the Services identified in this RSASQ by completing the revised rate schedule set forth in Appendix D – Rate Schedule and submitting it by the Initial RSASQ Response Deadline reflected above.

Contractors that cannot currently comply with both the Communication/Transmission and the Information Security Requirements may submit a response to this solicitation, at such time when they are capable of complying with such Communication/Transmission and Information Security Requirements specified in this solicitation."

2. The pricing schedule in Appendix D – Rate Schedule has been modified to ensure that pricing for Services provided is based on standardized Exam Types.

3. By submitting a response to the RSASQ, Respondents agree to comply with Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) of County Code Title 2 – Administration, Division 4 ("COVID-19 Vaccination Requirements") as a condition of performing Services under any Master Agreement awarded as a result of this solicitation. Appendix E – Required Agreement to the RSASQ is amended to include such COVID-19 Vaccination Requirements. Respondents are advised to review the requirements of Chapter 2.212 (COVID-19 Vaccinations of County Contactor Personnel) and the COVID-19 Vaccination Requirements provision added to the Required Agreement by this Addendum.

4. The information security and privacy requirements applicable to the resultant Master Agreements have been updated in Appendix E – Required Agreement and Appendix F – HASMA Statement of Work for Teleradiology Services, including Attachment 3 – Information Security and Privacy Requirements thereto.

5. This Addendum replaces the following Appendices with those revised and attached hereto:

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

6. All other terms and conditions of the RSASQ shall remain unchanged.

APPENDIX D
RATE SCHEDULE

Legal Business Name:

Business Address (Not PO Box):

Contact Name:

Contact E-mail:

Contact Phone Number:

INSTRUCTIONS:

When completing the Rate Schedule, factor in the following conditions:

- 1) Standard services are those Respondent is expected to provide under the Master Agreement.
- 2) The County may opt to negotiate with Respondent for the purposes of obtaining a lower rate.
- 3) All Rates shall be all-inclusive and include all applicable services.
- 4) All Rates below are "NOT TO EXCEED RATES."
- 5) A "No" or "None" rate will not disqualify a response submission.
- 6) The affirmation below must be signed by Respondent's authorized signatory with the legal authority to bind Respondent to a Master Agreement for provision of Teleradiology Services for the County of Los Angeles.

APPENDIX D
RATE SCHEDULE

AFFIRMATION:

I affirm that I, **(NAME OF SIGNATORY)**_____, am an authorized signatory of **(FIRM'S LEGAL BUSINESS NAME)**_____ and that I have read and accept all terms and conditions for provision of Teleradiology Services, including the instructions above and Appendix F – Statement of Work to the Request for Statement of Ancillary Services Qualifications ("RSASQ") for Teleradiology Services. I understand that if my firm meets the Minimum Qualifications set forth in Paragraph 2.1 – Minimum Qualification Requirements of the RSASQ and is awarded a Master Agreement for Teleradiology Services, then such resultant Master Agreement will be non-exclusive, non-negotiable and without guarantee of any work.

Signature, Title

Date

APPENDIX D
RATE SCHEDULE
FOR TELERADIOLOGY SERVICES

Exam Type	Preliminary Rate	Final Rate
Computed Tomography (CT) - Single exam (Contiguous or non-contiguous body parts. Exception: CT Abdomen and Pelvis counts as one exam)	\$ _____	\$ _____
Computed Tomography Angiography/Venography (CTA/CTV) - Single Exam (Single exam and/or contiguous or non-contiguous body parts. Runoffs count as 3 exams)	\$ _____	\$ _____
Computed Tomography Perfusion Brain (CT Perfusion Brain)	\$ _____	\$ _____
Magnetic Resonance (MR) - Single exam (Contiguous or non-contiguous body parts)	\$ _____	\$ _____
Magnetic Resonance Angiography/Venography (MRA/MRV) - Single Exam (Single exam and/or contiguous or non-contiguous body parts.)	\$ _____	\$ _____
MR Perfusion Brain (MR Perfusion Brain)	\$ _____	\$ _____
Ultrasound (US)	\$ _____	\$ _____
Radiography (Same price for all exams, except skeletal survey)	\$ _____	\$ _____

APPENDIX D
RATE SCHEDULE
FOR TELERADIOLOGY SERVICES

Exam Type	Preliminary Rate	Final Rate
XR-Skeletal Survey (If no specific price is given, DHS will assume it is priced as any other single radiography exam)	\$ _____	\$ _____
Nuclear Medicine (NM) - Single exam, non-PET imaging	\$ _____	\$ _____
DEXA	\$ _____	\$ _____
Mammogram Screening - Bilateral AND Unilateral	\$ _____	\$ _____
Mammogram Diagnostic - Unilateral	\$ _____	\$ _____
Mammogram Diagnostic - Bilateral	\$ _____	\$ _____
Breast Tomosynthesis - Unilateral	\$ _____	\$ _____
Breast Tomosynthesis - Bilateral	\$ _____	\$ _____

Note: 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 as a bilateral structure and labelled in the order catalog, as such, will be paid at twice the rate of a unilateral study (i.e. US LE).

APPENDIX E

REQUIRED AGREEMENT

DEPARTMENT OF HEALTH SERVICES



HEALTHCARE ANCILLARY SERVICES MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

TELERADIOLOGY SERVICES

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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 _____ 2022, 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, 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 (Intentionally Omitted)
- 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 County Facility; Facility; Facilities:** Medical Centers, Comprehensive Health Centers, Health Centers, Outpatient Centers and any other healthcare facilities services pursuant to this Master Agreement.
- 2.4 Day(s):** Calendar day(s) unless otherwise specified.
- 2.5 DHS; Department:** County's Department of Health Services.
- 2.6 Director:** Director of the Department of Health Services or authorized designee.
- 2.7 Facility's Project Director:** Person designated by the Director with authority to approve invoices for the applicable Facility.
- 2.8 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.
- 2.9 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 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.
- 2.11 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.
- 2.12 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 June 30, 2026, with up to three (3) one-year extension options (hereafter each "Extension Term") until and through June 30, 2029, unless extended or sooner terminated, in whole or in part, as provided herein (hereafter "Initial Term"). The term extension options shall be exercised automatically, unless County provides Contractor with a prior written notice of its intention not to exercise the subsequent remaining one-year renewal option at least thirty (30) days prior to the expiration of the Initial Term or the then current Extension Term, as applicable.
- 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 contact(s) listed in Exhibit C – County's Administration for each respective Facility for which services were provided.

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.

5.7 Relief Funds

Contractor acknowledges that County may reimburse Contractor, in whole or in part, for "eligible expenses" incurred by Contractor in provision of Services pursuant to the Master Agreement using federal and/or state funds (hereafter "Relief Funds"), which may be subject to certain reimbursement requirements (hereafter "Funding Requirements"). Contractor hereby agrees to use best efforts and is willing to comply with any such Funding Requirements and acknowledges that an amendment to the Master Agreement may need to be executed for adding such Funding Requirements to the 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 Master Agreement Program Director

The Master Agreement Program Director (MAPD) has the authority to negotiate, recommend all changes to this Master Agreement and to 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)

7.2.1 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).

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

behalf of the Contractor.

7.3 Approval of Contractor's 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

- 7.4.1 The Contractor shall provide, at the Contractor's expense, all staff providing in person services at a County Facility under this Master Agreement with a photo identification badge.
- 7.4.2 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.
- 7.4.3 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.
- 7.4.4 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.
- 7.4.5 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.

- 7.53 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.
- 7.54 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, those described in Exhibit A – Statement of Work, Attachment 3 – Information Security and Privacy, Section 6 – Confidentiality, and 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, Contractor shall return or destroy County Information in the manner prescribed in Exhibit A – Statement of Work, Attachment 3 – Information Security and Privacy Requirements, Section 10 – Return or Destruction of County Information, unless the County and Contractor prescribe written procedures for returning or destroying County Information that are no less stringent than those specified in Such Section 10 – Return or Destruction of County Information.

- 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.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms

and conditions in the 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.

- 8.55 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.
- 8.56 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.
- 8.57 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

- 8.61 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.
- 8.62 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 E - 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 Master 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 Subparagraph 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

Contractor shall secure and maintain during the term of this Master Agreement 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

Contractor shall secure and maintain during the term of this Master Agreement 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.

829.3 Unique Insurance Coverage

▪ Professional Liability/Errors and Omissions Coverage

Contractor shall secure and maintain during the term of this Master Agreement its own Malpractice insurance covering its Radiologist Affiliates with limits of not less than \$1 million per claim and \$2 million aggregate.

▪ Cyber Coverage

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$3,000,000 (Three Million Dollars) per occurrence and in the aggregate during the term of the Master Agreement, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Master Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the

insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

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 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 available on the Internet at <http://lacounty.gov/residents/family-services/child-safety/safe-surrender/> 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

8.60.1 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.

8.60.2 If 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.

8.60.3 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 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.

8.64 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

8.64.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of

Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the Coronavirus Disease 2019 ("COVID-19") prior to (i) interacting in person with County employees, interns, volunteers and commissioners ("County workforce members"), (ii) working on County owned or controlled property while performing services under this Contract, and/or (iii) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

8.64.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received the last dose of COVID-19 vaccine required by DHS by policy or otherwise, which at a minimum is (i) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (ii) a single-dose COVID-19 vaccine (e.g. Johnson & Johnson [J&J]/Janssen), or (iii) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

8.64.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming that Contractor Personnel is vaccinated through any of the following documentation: (i) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (ii) copy (including a photographic copy) of a Vaccination Record Card; (iii) Documentation of vaccination from a licensed medical provider; (iv) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (v) documentation of vaccination from contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Agreement that its Contractor Personnel are in compliance with the requirements of this paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in this Agreement and must provide such records to the County for audit purposes, when required by County.

8.64.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law.

If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (i) interacting in person with County workforce members, (ii) working on County owned or controlled property while performing services under this Contract, and/or (iii) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Agreement is for.

8.64.5 In addition to complying with the requirements of this paragraph, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements relating to COVID-19.

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. 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.

**HEALTHCARE ANCILLARY SERVICES MASTER AGREEMENT
FOR
TELERADIOLOGY 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

**MASTER AGREEMENT
EXHIBIT A
STATEMENT OF WORK**

(Note: RSASQ Appendix F - Statement of Work will become Master Agreement Exhibit A - Statement of Work of Healthcare Ancillary Services Master Agreement.)

**MASTER AGREEMENT
EXHIBIT B
PRICING SCHEDULE**

(Note: The Respondent's, County approved, Pricing Schedule will become Master Agreement Exhibit B – Pricing Schedule of the Healthcare Ancillary Services Master Agreement.)

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

MASTER AGREEMENT No. _____

MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name: Julio C. Alvarado
Title: Director, Contracts and Grants
Address: 313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Telephone: (213) 288-7819
Facsimile: (213) 250-2958
E-Mail Address: jalvarado@dhs.lacounty.gov

COUNTY FACILITY: HARBOR/UCLA MEDICAL CENTER

FACILITY'S PROJECT DIRECTOR:

Name: __Anish Mahajan, MD, MS, MPH_____
Title: __Cheif Executive Officer_____
Address: __1000 W. Carson Street_____
__Torrance, CA 90509_____
Telephone: __ (424) 306-6580_____
E-Mail Address: __amahajan@dhs.lacounty.gov__

FACILITY'S PROJECT MANAGER:

Name: __Rosita Banuelos_____
Title: __Chief Fiscal Officer_____
Address: __1000 West Carson Street_____
__Torrance, CA 90502_____
Telephone: __ (424) 306-7501_____
E-Mail Address: __rbanuelos@dhs.lacounty.gov_____

Invoices shall be submitted to:

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

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: RANCHO LOS AMIGOS NATIONAL REHABILITY CENTER

FACILITY'S PROJECT DIRECTOR:

Name: __Aries J. Limbaga, R.N._____
Title: __Chief Executive Officer_____
Address: __7601 E. Imperial Highway_____
 __Downey, CA 90242_____
Telephone: __ (562) 385-7022_____
E-Mail Address: __alimbaga@dhs.lacounty.gov__

FACILITY'S PROJECT MANAGER:

Name: __Noel Igtanloc_____
Title: __Chief Financial Officer_____
Address: __7601 E. Imperial Highway_____
 __Downey, CA 90242_____
Telephone: __ (562) 385-7327_____
E-Mail Address: __nigtanloc@dhs.lacounty.gov__

Invoices shall be submitted to:

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

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: LAC+USC MEDICAL CENTER

FACILITY'S PROJECT DIRECTOR:

Name: __Jorge Orozco__
Title: __Chief Executive Officer__
Address: __1200 N. State Street, Inpatient Tower, C2K100__
__Los Angeles, CA 90033__
Telephone: __(323) 409-2800__
E-Mail Address: __jorozco@dhs.lacounty.gov__

FACILITY'S PROJECT MANAGER:

Name: __Efrain Munoz__
Title: __Chief Fiscal Officer__
Address: __1200 N. State Street, Inpatient Tower, C2K100__
__Los Angeles, CA 90033__
Telephone: __(323) 409-6535__
E-Mail Address: __emunoz@dhs.lacounty.gov__

Invoices shall be submitted to:

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

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: OLIVE VIEW – UCLA MEDICAL CENTER

FACILITY'S PROJECT DIRECTOR:

Name: __ Kim McKenzie, R.N. _____
Title: __ Chief Executive Officer _____
Address: __ 14445 Olive View Drive _____
 __ Sylmar, CA 91342 _____
Telephone: __ (747) 210-3300 _____
E-Mail Address: __ kmckenzie2@dhs.lacounty.gov __

FACILITY'S PROJECT MANAGER:

Name: __ Dave Young _____
Title: __ Chief Financial Officer _____
Address: __ 14445 Olive View Drive _____
 __ Sylmar, CA 91342 _____
Telephone: __ (747) 210-3421 _____
E-Mail Address: __ dyoung@dhs.lacounty.gov __

Invoices shall be submitted to:

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

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: MARTIN LUTHER KING, JR. OUTPATIENT CENTER

FACILITY'S PROJECT DIRECTOR:

Name: Michael Mills
Title: Chief Executive Officer
Address: 12021 Wilmington Avenue
Los Angeles, CA 90059
Telephone: (424) 338-001
E-Mail Address: mmills@dhs.lacounty.gov

FACILITY'S PROJECT MANAGER:

Name: Efrain Munoz
Title: ACN/LAC+USC Chief Financial Officer
Address: 1200 N. State Street
Los Angeles, CA 90033
Telephone: (323) 409-6535
E-Mail Address: emunoz@dhs.lacounty.gov

Invoices shall be submitted to:

Martin Luther King, Jr. Outpatient Center
Attn: ACN/LAC+USC Chief Financial Officer
2051 Marengo Street
Los Angeles, California 90033

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: HIGH DESERT REGIONAL HEALTH CENTER

FACILITY'S PROJECT DIRECTOR:

Name: __ Lee Dunham, R.N. _____
Title: __ Director _____
Address: __ 44900 N. 60th Street, West _____
 __ Lancaster, CA 93536 _____
Telephone: __ (661) 471-4200 _____
E-Mail Address: __ ldunham@dhs.lacounty.gov __

FACILITY'S PROJECT MANAGER:

Name: __ Efrain Munoz _____
Title: __ ACN/LAC+USC Chief Financial Officer _____
Address: __ 1200 N. State Street _____
 __ Los Angeles, CA 90033 _____
Telephone: __ (323) 409-6535 _____
E-Mail Address: __ emunoz@dhs.lacounty.gov __

Invoices shall be submitted to:

High Desert Regional Health Center
Attn: ACN/LAC+USC Chief Financial Officer
2051 Marengo Street
Los Angeles, California 90033

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: AMBULATORY CARE NETWORK (CAN)_

FACILITY'S PROJECT DIRECTOR:

Name: __ Quentin O'Brien _____
Title: __ Chief Executive Officer _____
Address: __ 350 S. Figueroa Street, Suite 188 _____
 __ Los Angeles, CA 90071 _____
Telephone: __ (213) 288-9000 _____
E-Mail Address: __ qobrien@dhs.lacounty.gov ____

FACILITY'S PROJECT MANAGER:

Name: __ Efrain Munoz _____
Title: __ ACN/LAC+USC Chief Financial Officer _____
Address: __ 1200 N. State Street _____
 __ Los Angeles, CA 90033 _____
Telephone: __ (323) 409-6535 _____
E-Mail Address: __ emunoz@dhs.lacounty.gov ____

Invoices shall be submitted to:

Ambulatory Care Network
Attn: ACN/LAC+USC Chief Financial Officer
2051 Marengo Street
Los Angeles, California 90033

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: JUVENILE COURT HEALTH SERVICES

FACILITY'S PROJECT DIRECTOR:

Name: __David Oh, MD_____
Title: __Interim Medical Director_____
Address: __1925 Daly St., 1st Floor_____
 __Los Angeles, CA 90031_____
Telephone: __ (323) 986-2240_____
E-Mail Address: __DOh@dhs.lacounty.gov__

FACILITY'S PROJECT MANAGER:

Name: __Elena Laurich, DDHP_____
Title: __Administrator_____
Address: __1925 Daly St., 1st Floor_____
 __Los Angeles, CA 90031_____
Telephone: __ (323) 986-2240_____
E-Mail Address: __elaurich@dhs.lacounty.gov__

Invoices shall be submitted to:

Juvenile Court Health Services
Administration Office
1925 Daly St., 1st Floor
Los Angeles, CA 90031

**MASTER AGREEMENT
EXHIBIT C
COUNTY'S ADMINISTRATION**

COUNTY FACILITY: CORRECTIONAL HEALTH SERVICES

FACILITY'S PROJECT DIRECTOR:

Name: __ Timothy Belavich MD _____
Title: __ Director _____
Address: __ 450 Bauchet Street _____
 __ Los Angeles, CA 90012 _____
Telephone: __ (213) 893-5171 _____
E-Mail Address: __ TBelavich@dhs.lacounty.gov __

FACILITY'S PROJECT MANAGER:

Name: __ Sean Henderson MD _____
Title: __ Chief Medical Officer _____
Address: __ 450 Bauchet Street _____
 __ Los Angeles, CA 90012 _____
Telephone: __ (213) 893-5304 _____
E-Mail Address: __ SHenderson@dhs.lacounty.gov __

Invoices shall be submitted to:

Correctional Health Services
Administration
450 Bauchet Street
Los Angeles, CA 90012

**MASTER AGREEMENT
EXHIBIT D
CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: _____

MASTER AGREEMENT No. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**MASTER AGREEMENT
EXHIBIT D
CONTRACTOR'S ADMINISTRATION**

Notices to Contractor shall be sent to the following address:

Name: _____
Title: _____
Address: _____

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

**MASTER AGREEMENT
EXHIBIT E
CONTRACTOR'S EEO CERTIFICATION**

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Contractor's Authorized Official's Printed Name and Title

Contractor's Authorized Official's Signature

Date

MASTER AGREEMENT

EXHIBIT F

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

MASTER AGREEMENT

EXHIBIT F

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

MASTER AGREEMENT

EXHIBIT F

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

MASTER AGREEMENT
EXHIBIT G



MASTER AGREEMENT EXHIBIT G

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

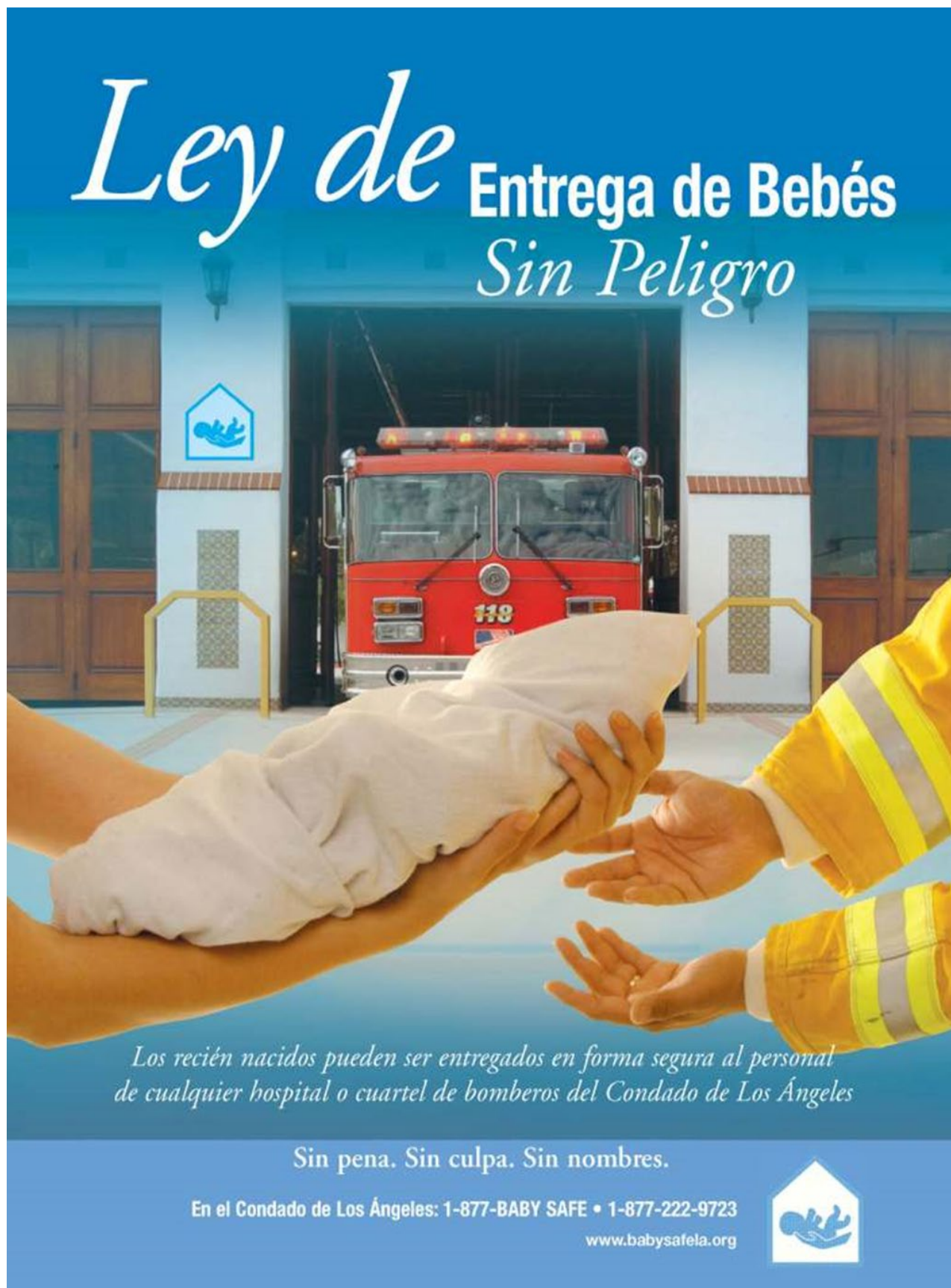
A baby's story

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



MASTER AGREEMENT
EXHIBIT G

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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



MASTER AGREEMENT EXHIBIT G

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**MASTER AGREEMENT
EXHIBIT H
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**MASTER AGREEMENT EXHIBIT H
CONTRACTORACKNOWLEDGEMENT AND CONFIDENTIAUTY AGREEMENT**

[Note: This certification is to be executed by Contractor and returned to County with Contractor's signed Master Agreement]

Contractor's Name: _____
County Master Agreement No.: _____

GENERAL INFORMATION:

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

CONTRACTORACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's Staff will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement. Contractor agrees that it and Contractor's Staff shall forward to Facility's Project Manager all requests for the release of any data or information received. Contractor agrees that it and Contractor's Staff shall keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created or provided to Contractor or Contractor's Staff under the above-referenced Master Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to anyone other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided during the Contractor's Staff employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the Master Agreement.

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

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

SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____

POSITION: _____

Master Agreement No. **XXX**

HASMA No. **TBD** for Teleradiology Services

**MASTER AGREEMENT
EXHIBIT I
BUSINESS ASSOCIATE AGREEMENT**

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

**MASTER AGREEMENT
EXHIBIT I
BUSINESS ASSOCIATE AGREEMENT**

- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.10 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.11 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.12 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.13 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.14 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or

**MASTER AGREEMENT
EXHIBIT I
BUSINESS ASSOCIATE AGREEMENT**

received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

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

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

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

Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.6 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

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5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

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

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

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

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- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.
- 6. WRITTEN ASSURANCES OF SUBCONTRACTORS**
- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

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- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

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7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1,

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and shall maintain the information for six (6) years from the date of the Disclosure.

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that

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gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part

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164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase

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Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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BUSINESS ASSOCIATE LISTING**

Business Associate Name: _____

Type of Services Provided: _____

Website URL: _____

First Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

Second Point of Contact:

Title: _____

Name: _____

Address: _____

Phone: _____ **Fax:** _____ **E-mail:** _____

**MASTER AGREEMENT
EXHIBIT J
CHARITABLE CONTRIBUTIONS CERTIFICATION**

INTENTIONALLY OMITTED

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EXHIBIT K
MEDICAL HEALTH SCREENING**

INTENTIONALLY OMITTED

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EXHIBIT L
ZERO TOLERANCE ON HUMAN TRAFFICKING POLICY CERTIFICATION**

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

CONTRACTOR CERTIFICATION

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

Contractor acknowledges and certifies compliance with Sub-paragraph 8.60 – Compliance with County's Zero Tolerance Policy on Human Trafficking of the Master Agreement and agrees that Contractor and all members of its staff performing work under the Master Agreement will be in compliance. Contractor further acknowledges that non-compliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation or other termination of the Master Agreement, at the sole judgment of the County.

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

Print Name:	Title:
Signature:	Date:

APPENDIX F

STATEMENT OF WORK
FOR
TELERADIOLOGY SERVICES

MASTER AGREEMENT
EXHIBIT A



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 Exhibit A ("Statement of Work" or "SOW") sets forth the scope and requirements for provision of Teleradiology Services by Contractor to the County of Los Angeles ("County"), Department of Health Services ("DHS") pursuant to the Healthcare Ancillary Services Master Agreement ("HASMA" or "Master Agreement") awarded as a result of the Request for Statement of Ancillary Support Qualifications for Teleradiology Services ("RSASQ") released by the County.

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 the Master Agreement. Contractor will provide services on an as-needed basis, with 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 the Master Agreement. Contractor's Radiologist Affiliates assigned pursuant to the Master 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.

1.3 No Minimum Volume Guaranteed

County does not guarantee Contractor a minimum volume of services to be requested by County and provided by Contractor. 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 body of the Master Agreement. 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 Master Agreement awarded to the Contractor selected as a result of the RSASQ for provision of Services described in this Statement of Work, based on the Required Master 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 the Master 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 purpose of the Master Agreement, unless otherwise directed in writing by the County.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor's provision of Services hereunder shall be subject to the following responsibilities and requirements:

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 Quality 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 QA and QI 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

Teleradiology Services provided under the Master Agreement shall include the following:

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 to this Statement of Work 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 2 – 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 3 – 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 2 – 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 2 – 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 2 – 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 and/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*

Prior to providing Services pursuant to the Master Agreement, Contractor shall obtain and maintain during the term of the Master Agreement its own malpractice insurance coverage that meets DHS' coverage limit requirements.

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 Master 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, Facility's Project Director or their designees. The Medical Director, Chief of Radiology, or Master Agreement Program Director (MAPD) or designee, 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 of the body of the Master Agreement. 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. Contractor shall resolve the problem 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 4 – 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 to be read back as soon as possible, but not to exceed one (1) hour 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 nasogastric 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 to be read back within eight (8) hours 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)

**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

<u>CONTRACT:</u>	
<u>MASTER AGREEMENT:</u>	
<u>MASTER AGREEMENT No.:</u>	
<u>NAME OF CONTRACTOR:</u>	

The County of Los Angeles ("County") is committed to safeguarding the Integrity of County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth County's and Contractor's commitment and agreement to fulfill each of their obligations under applicable state and federal laws, rules and regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base Master Agreement between County and Contractor (the "Contract") and any other agreements between the parties. However, it is Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by Contractor, entitling County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for County, is under the direct control of County, whether or not they are paid by County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to County.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of County Information covered under the Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

Contractor shall exercise the same degree of care in safeguarding and protecting County Information that Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.

- b. **Privacy Program.** Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

- Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

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- Contractor's Privacy Program shall include:
- A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of County, and County shall retain exclusive rights and ownership thereto. County Information shall not be used by Contractor for any purpose other than as required under the Contract, nor shall such or any part of such 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. Contractor may assert no lien on or right to withhold from County, any County Information it receives from, receives addressed to, or stores on behalf of, County. Notwithstanding the foregoing, Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. Contractor specifically consents to County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

Contractor may use County Information only as necessary to carry out its obligations under the Contract. Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

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6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor shall notify County's contract administrator immediately and prior to any such disclosure, to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, Contractor may encounter County Non-public Information ("NPI") in the course of performing the Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. Contractor shall not disclose or publish any County NPI and material received or used in performance of the Contract. This obligation is perpetual.
- d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) calendar days and County will coordinate an appropriate response, which may include instructing Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 14 (SECURITY AND PRIVACY INCIDENTS), and County will coordinate an appropriate response.
- e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations that are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background

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investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with Contractor.

Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** Contractor's Privacy Policies and procedures as described in Section 2b (Privacy Program).

Contractor shall have an established set of procedures to ensure Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all subcontractors and third parties. Contractor or third party shall be subject to the following terms and conditions: (i) each subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and

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conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each subcontractor and third party and fully responsible for the due and proper performance of all Contractor obligations under the Contract.

Contractor shall obtain advanced written approval from County prior to subcontracting any services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

- a. All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by County's Chief Information Security Officer.
- b. Contractor shall encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.
- c. In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by County's Chief Information Security Officer.
- d. Furthermore, the hosting environment for storing County Information under the Contract shall be subject to County's approval. Contractor shall also obtain County's approval prior to transitioning data to a different hosting environment by providing, among others, the name of the new hosting environment provider(s), the applicable certifications and the service levels. Contractor warrants and agrees that, notwithstanding County's approval of any changes in the hosting environment, such changes shall not impact Contractor's compliance with the provisions of this Exhibit or performance under the Contract.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing

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County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) 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 (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

- b. **Method of Destruction.** Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon County's request. On termination or expiration of the Contract, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder, or that provided to County by Contractor hereunder), at County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY AND DISASTER RECOVERY

- a. **Operational Management and Disaster Recovery:** Contractor shall provide for: (i) monitoring and managing all of its Information processing facilities, including, without limitation, implementing operational procedures, change management and Incident response procedures consistent with Section 14 (SECURITY AND PRIVACY INCIDENTS); (ii) deploying adequate anti-malware software and adequate back-up

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systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensuring its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access. Contractor shall also provide for business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. Any backups to removable media (as described in Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION)) shall be encrypted in compliance with the encryption requirements noted above in Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION).

- b. **Business Continuity:** In the event that Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed or otherwise limited in functionality in a way that affects County's use of or access to County Information or the system where it resides, Contractor shall immediately and within twenty-four (24) hours implement Contractor's Business Continuity Plan consistent with Section 12 (OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY AND DISASTER RECOVERY), such that Contractor can continue to provide full scope of work as required under the Contract.

Contractor will indemnify County for any claims, losses, or damages arising out of County's inability to use the SaaS consistent with the Contract and Section 18 (PRIVACY AND SECURITY INDEMNIFICATION). Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

- c. **Backup and Recovery:** In the event that County's use of or access to County Information or the system where it resides, County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent Contractor hosts County Information, Contractor shall create daily backups of all County Information in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in the Contract, including this Exhibit, and available when needed.
- d. **Location of County Information:** Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION), County Information (i) may only be made

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available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County's Master Agreement Program Director (MAPD) or designee in writing; and (ii) if transferred using removable media (as described in Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION)), must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by County's Chief Information Security Officer, or the Department designee, in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, by use of industry standards and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources, which shall include without limitation multi-factor authentication, use of virtual private networks (VPN) authorization and event logging;
- c. Contractor will conduct regular, no less frequently than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 (SECURITY AND PRIVACY INCIDENTS); and
- f. In the event any hardware, storage media or removable media (as described in Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION)) must be disposed of or sent off-site for servicing, Contractor shall ensure that all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (STORAGE AND TRANSMISSION OF COUNTY INFORMATION).

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, Contractor shall:

- a. Promptly notify County's Chief Information Security Officer, the Departmental Information Security Officer, and County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

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County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 West Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Department of Health Services
Departmental Information Security Officer
Jeff Zito
313 N. Figueroa St.
Los Angeles, CA 90012
(213) 240-7992
jzito@dhs.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of its Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.

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- e. Assist and cooperate with forensic investigators, County, law firms, and and/or law enforcement agencies at the direction of County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
- f. Allow County or its third-party designee at County's election to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and this Exhibit, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective actions, and (iii) responsible for all notifications arising from an Incident involving County Information, caused by Contractor's weaknesses, negligence, errors, lack of Information Security or privacy controls or provisions or otherwise failure to comply with any of the terms or conditions of this Exhibit.

15. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 (CONFIDENTIALITY) shall constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by County.

Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. Contractor shall provide the audit results and any corrective action documentation to County promptly upon its completion at County's request. With respect to any other report, certification, or audit or test results prepared or received by Contractor that contains any County Information, Contractor shall promptly provide County with copies of the same upon County's reasonable request, including identification of any failure or exception in Contractor's Information systems, products, and services, and the corresponding steps taken by Contractor to mitigate such failure or exception. Any reports and related materials provided to County pursuant to this Section shall be provided at no additional charge to County.

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- b. **County Requested Audits.** County, or an independent third-party auditor commissioned by County, shall have the right, at no cost to Contractor, to audit Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon County's request Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. County shall pay for County requested audit, unless the auditor finds that Contractor has materially breached this Exhibit, in which case Contractor shall bear all costs of the audit. If the audit reveals material non-compliance with this Exhibit, County may also exercise its termination rights under the Contract.

Such audit shall be conducted during Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect Contractor's normal business operations. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of County. Contractor agrees, within acceptable timeframes, to comply with all reasonable recommendations that result from such inspections, tests, and audits.

When not prohibited by regulation, Contractor will provide to County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits.

- c. **Controls Audit** Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality and privacy. Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer, or authorized designee, within ten (10) business days of Contractor's receipt of the audit results. Contractor agrees to provide County with the current audit certifications upon request.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, Contractor agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- Contractor's violation of any federal or state laws in connection with its accessing, collecting, processing, storing, disclosing or otherwise using County Information;
- Any Information loss, breach of Confidentiality or Incident involving any County Information that occurs on Contractor's systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities); and/or
- Contractor's failure to comply with any terms, conditions or Contractor's obligations specified in the Contract or otherwise mandated by County, including this Exhibit and County's Board Policy No. 5.200 (Contractor Protection of Electronic County Information), relating to confidentiality, security or privacy of Protected Health Information ("PHI"), Personal Information ("PI"), Medical Information ("MI") and any other sensitive information that may be accessed, collected, stored, processed, maintained or otherwise used by Contractor for performance of the Contract.

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

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

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

DISCREPANCY
PROBLEMS: _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**STATEMENT OF WORK
ATTACHMENT 5**

LIST OF COUNTY FACILITIES

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

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