

APPENDIX D – Required Agreement

DEPARTMENT OF HEALTH SERVICES



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

EQUIPMENT MAINTENANCE AND REPAIR SERVICES

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**MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

This Master Agreement, including the Exhibits, is made and entered into this ____ day of _____, 2023 (hereinafter "Effective Date") by and between the County of Los Angeles ("County") and _____ (hereinafter "Contractor"), located at _____.

RECITALS

WHEREAS, pursuant to sections 1441 and 1445 of the California Health and Safety Code, County has established and operates through DHS the Facilities; and

WHEREAS, the County may contract with private businesses for Equipment Maintenance and Repair Services (hereinafter "EMARS") when certain requirements are met; and

WHEREAS, the County desires to contract for provision of EMARS for the Equipment described hereunder (hereinafter also "Services"); and

WHEREAS, the Contractor is a private firm specializing in the provision of such Services; and

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

WHEREAS, the County's Board of Supervisors (hereinafter "Board") has authorized the Director of the Department of Health Services, or authorized designee, to issue solicitations for and execute master agreements for provision of EMARS, including for Services provided for under this Master Agreement; and

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

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

1.0 APPLICABLE DOCUMENTS

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

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Rate Schedule
- 1.3 EXHIBIT C – County's Administration
- 1.4 EXHIBIT D – Contractor's Administration
- 1.5 EXHIBIT E – Contractor's EEO Certification
- 1.6 EXHIBIT F – Jury Service Ordinance
- 1.7 EXHIBIT G – Safely Surrendered Baby Law
- 1.8 EXHIBIT H – Contractor Acknowledgement and Confidentiality Agreement
- 1.9 EXHIBIT I – Charitable Contributions Certification [if applicable]
- 1.10 EXHIBIT J – Medical Health Screening [if applicable]
- 1.11 EXHIBIT K – Zero Tolerance on Human Trafficking Policy Certification
- 1.12 EXHIBIT L – Business Associate Agreement

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

2.0 DEFINITIONS

Paragraph headings are utilized throughout this Master Agreement for convenience and reference only and are not intended to define the scope of any provision hereof. The terms and phrases in this Paragraph, with the initial letter capitalized where applicable, whether singular or plural, whenever used in this Master Agreement shall have the particular meanings set forth below:

- 2.1 Additional Services:** As defined in Section 2.0 – Definitions of Exhibit A – Statement of Work.

- 2.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 Day(s):** Calendar day(s) unless otherwise specified.
- 2.4 DHS; Department:** County's Department of Health Services.
- 2.5 Director:** The Director of the Department of Health Services or authorized designee.
- 2.6 Equipment:** Equipment and other devices, including all hardware and software, components, parts and accessories, identified in the Statement of Work and the Rate Schedule.
- 2.7 Facility; County Facility:** Any Medical Center, together with associated Health Centers, Comprehensive Health Centers, Outpatient Centers, health clinics, administrative offices and other locations, all within Los Angeles County, for which Services are provided under the Master Agreement, as identified herein including Exhibit A – Statement of Work and any Attachments thereto.
- 2.8 Facility's Project Director:** Person designated by the Director with authority to approve all Work Order solicitations and executions.
- 2.9 Facility's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.10 Fiscal Year:** A twelve-month period beginning on July 1st and ending on June 30th of the following year.
- 2.11 Maximum Fixed Price:** Shall have the meaning specified in Paragraph 3.0 – Work below.
- 2.12 Master Agreement:** County's standard agreement executed between the County and Contractor setting forth the terms and conditions for Contractor's performance and provision of Services as specified herein, including Exhibit A – Statement of Work and any Work Orders executed hereunder.
- 2.13 Master Agreement Program Director; MAPD:** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County.
- 2.14 Qualified Contractor:** A contractor that has submitted a timely, proper response to the RFR, has met the minimum qualifications listed in the RFR and has executed a Master Agreement with the County.

- 2.15 Request for Rates; RFR:** County's solicitation for Services based on establishing a pool of Qualified Contractors for provision of the Services through Master Agreements.
- 2.16 Statement of Work:** Tasks, deliverables and/or other Services required or desired by the County under the Master Agreement, including those set forth in Exhibit A – Statement of Work or any Work Orders executed hereunder.
- 2.17 Work Order:** Each individual engagement of Contractor for provision of Additional Services, which are not required under the Agreement or the Statement of Work.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including Exhibit A – Statement of Work, at the rates and fees set forth in Exhibit B – Rate Schedule.
- 3.2 Each Work Order that may be executed under the Master Agreement in accordance with Paragraph 5.0 – Additional Services of Exhibit A – Statement of Work shall include the description of Additional Services to be provided, the schedule of performance, the maximum price for provision of such Additional Services (hereinafter "Maximum Fixed Price"), any applicable hourly rate(s) and any other terms that apply to the specific Work Order.
- 3.3 If the Contractor provides any tasks, deliverables, services or other work to the County other than as specified in this Master Agreement or Work Orders properly executed hereunder, such tasks, deliverables, services or other work shall be deemed gratuitous efforts on the part of the Contractor, for which the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF MASTER AGREEMENT

- 4.1 The term of the Master Agreement shall commence on the Effective Date as reflected on the top of Page 1 of this Master Agreement, following its execution by the parties, and shall continue in full force and effect until and through June 30, 2028, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Intentionally Omitted.
- 4.3 The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

- 4.4 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address provided in Exhibit C – County’s Administration.

5.0 PRICING AND PAYMENTS

- 5.1 Contractor shall be paid under this Master Agreement for Required Services at the Maintenance Fees specified in Exhibit B – Rate Schedule and for Additional Services pursuant to validly executed and satisfactorily performed Work Orders.

- 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 service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County’s right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 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, the executed Work Orders 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. Contractor shall invoice and shall be reimbursed in accordance with the provisions of Exhibit B – Rate Schedule and any executed Work Orders, as applicable.

- 5.4.2 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.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work and/or the executed Work Order describing the tasks, deliverables, goods, services, work hours and facility and/or other work for which payment is claimed.
- 5.4.4 Unless otherwise directed by the County or specified in a properly executed Work Order, Contractor shall submit to County, invoices prepared in accordance with the provisions of Exhibit B – Rate Schedule within 30 calendar days from the end of the month during which Services were provided.
- 5.4.5 Unless directed otherwise by the County, Contractor shall submit all invoices for Services provided under this Master Agreement to the applicable County Facility personnel identified in Attachment 1 – County Facilities to Exhibit A – Statement of Work.

5.4.6 County Approval of Invoices

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

5.5 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 (hereinafter "EFT") or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (hereinafter "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 shall 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, the Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.
- 5.5.5 **Local Small Business Enterprises (SBE) – Prompt Payment Program [if applicable]**

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

The Director, or authorized designee, shall have the authority to administer this Master Agreement on behalf of the County. The Director, or authorized designee, retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following 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 contact information specified herein.

6.1 Master Agreement Program Director

The Master Agreement Program Director (hereinafter "MAPD") has the authority to negotiate and recommend all changes to this Master Agreement and any Work Orders executed hereunder and to resolve disputes between the DHS and the Contractor.

6.2 Facility's Project Director

The Facility's Project Director, or authorized designee, is the approving authority for the applicable Facility on administrative matters relating to this Master Agreement and any Work Orders executed hereunder, including invoices.

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 contact information of the Contractor's Project Manager, within five (5) business days of such change.

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 on a regular basis with the Facility's Project Director and Facility's Project Manager of each Facility for which Services are provided.

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 contact information of the Contractor's Authorized Official(s), within five (5) business days of such change.

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

7.3 Approval of Contractor's Staff

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

The Contractor shall provide, at its sole cost and expense, all staff entering any of the County Facilities for provision of Services under this Master Agreement with a photo identification badge, which they shall be required to wear or otherwise visibly display at all times while at the County Facilities.

7.5 Background and Security Investigations

- 7.5.1 At the discretion of the County, all Contractor staff entering any of the County Facilities for provision of Services under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation before entering and continuing to enter the County Facilities for performance of 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 member be immediately prohibited from entering the County Facilities at any time during the term of this Master Agreement, if such staff member does not pass a background investigation to the satisfaction of the County or whose background or conduct is incompatible with the County's Facility access. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.
- 7.5.3 The County may also immediately, at its sole discretion, deny or terminate any County Facility access for provision of Services hereunder 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 such Facility's access requirements.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality,

including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Master Agreement; (ii) promptly transmit to the 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 the County's prior written authorization that the information is releasable; and (iv) at the expiration or termination of this Master Agreement, return all such records and information to County or maintain such records and information in accordance with the written procedures that may be provided or made available to Contractor by County for this purpose.
- 7.6.3 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.
- 7.6.4 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.

- 7.6.5 The Contractor shall sign and adhere to the provisions of Exhibit H – Contractor Acknowledgement and Confidentiality Agreement on behalf of itself and all employees, subcontractors, agents and other persons who may provide work for or on behalf of Contractor under this Master Agreement.

7.7 Medical Health Screening [if applicable]

Upon request of the County, the Contractor shall ensure that all of its staff entering any of the County Facilities for provision of Services under this Master Agreement at the time of participation hereunder have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit J – Medical Health Screening. The cost of Medical Health Screening shall be borne by the Contractor.

7.8 Staff Performance Under The Influence [if applicable]

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

- 8.1.1 For any change which affects scope of the work, term, Master Agreement Sum, payments, or any term or condition included under this Master Agreement, including substantive changes to executed Work Orders, an Amendment shall be prepared by the County and then executed by the Contractor and by the County as authorized by the Board.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or authorized 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 authorized designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by the County as authorized by the Board.

- 8.1.3 The Director, or authorized designee, upon sole discretion, may authorize extensions of time as defined in Paragraph 4.0 – Term of Master Agreement upon prior written notice to Contractor. 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.
- 8.1.4 The Director, or authorized designee, upon sole discretion, may require 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 right to add and/or change such provisions as required by law or regulation to preserve this Master Agreement's conformity to and compliance with Federal and State laws and regulations. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by the County as authorized by the Board.
- 8.1.5 The County reserves the right to make changes to the Master Agreement, which do not materially affect the scope of work, term, Maximum Agreement Sum, pricing or any other term or condition included in this Master Agreement. Such non-material changes may be implemented by a non-Amendment modification to the Master Agreement (Change Notice, Change Order, Administrative Amendment, etc.). Consistent with the foregoing, the parties may execute Administrative Amendments to memorialize Work Orders for Additional Services executed hereunder.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 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.
- 8.2.2 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, 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.

- 8.2.3 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.
- 8.2.4 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 of the Effective Date of the Master Agreement, 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 regarding complaints, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted, which shall adhere to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the Facility's Project Manager within fifteen (15) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

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

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

8.6.3 Facilities Rules and Regulations

During the time that the Contractor's agents, employees, or subcontractors are at a Facility, the Contractor and such persons shall be subject to the rules and regulations of that Facility.

Facility's Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the Facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

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, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 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, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 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, gender, gender identity, gender expression, sexual

orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such 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, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation.
- 8.7.5 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, gender, gender identity, gender expression, sexual orientation, age, physical or mental disability, medical condition, marital status, military and veteran status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.6 The Contractor shall allow 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 (hereinafter "Jury Service Program") 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 – Jury Service Ordinance and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five 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. As used herein, "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 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 ON A COUNTY RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor 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

- 8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (hereinafter "DPSS") Greater Avenues for Independence (hereinafter "GAIN") Program or General Relief Opportunity for Work (hereinafter "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. The Contractor 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

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

8.12.2 Chapter 2.202 of the County Code

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.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. 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 County's Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
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 County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of the Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT 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, including the Contractor, 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 subcontractors' place of business. The Contractor and its subcontractors can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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's deficiencies which the County determines are significant or continuing and which 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 and expense, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees, agents or subcontractors of the Contractor. 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 the Director or authorized designee determines, upon sole discretion, to be a public safety issue requiring immediate repair. The County, at its option, will bill the Contractor for the cost of said repair and/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 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

The County and the Contractor hereby agree to regard appropriate facsimile or digital representations of original signatures of authorized officers of each party on the Master Agreement related documents, received via a facsimile or electronic communicative (facsimile, email or electronic signature) as legally sufficient evidence, such that the parties need not follow 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 FORCE MAJEURE

8.23.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

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

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

8.24 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)

The Contractor acknowledges and understands that County is subject to the Health Insurance Portability and Accountability Act of 1996 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 and/or transmits Protected Health Information ("PHI") as defined in Exhibit L – Business Associate Agreement in order to provide those services. County and the Contractor, therefore, agree to the terms of Exhibit L - Business Associate Agreement.

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. Consistent

with the foregoing, the County shall have no liability, and the Contractor shall be solely and fully liable and responsible, to any of the Contractor's employees, subcontractors or other persons providing work under this Master Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Master Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.29.3 – Workers' Compensation and Employers' Liability.

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 of 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 (hereinafter "County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence of 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 General Provisions for all Insurance Coverage and Sub-paragraph 8.29 – Insurance Coverage of

this Master Agreement. These minimum insurance coverage terms, types and limits (hereinafter "Required Insurance") also are in addition to and separate from any other contractual 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 (hereinafter "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 specified below and provided prior to commencing Services or other work 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 subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the County of Los Angeles, Department of Health

Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov

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 subcontractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

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

8.28.3 Cancellation of or Changes in Insurance

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 the Contractor reimbursement.

8.28.5 Insurer Financial Ratings

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

8.28.6 Contractor's Insurance Shall Be Primary

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 Subcontractor Insurance Coverage Requirements

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

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

8.28.9 Deductibles and Self-Insured Retentions (SIRs)

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 the Master Agreement's expiration, termination or cancellation.

8.28.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 Separation of Insureds

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

8.28.13 Alternative Risk Financing Programs

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

8.28.14 County Review and Approval of Insurance Requirements

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

8.29 INSURANCE COVERAGE

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

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

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

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

8.29.4 Professional Liability/Errors and Omissions insurance covering the Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, the Contractor understands and agrees

it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

8.29.5 Technology Errors and Omissions Insurance

Insurance for liabilities arising from errors, omissions or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.29.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$5 million 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 authorized designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or authorized designee, upon sole discretion, in addition to, or in lieu of, other remedies provided herein, may withhold or deduct from the payments due to Contractor by County under the Master Agreement amounts for deficiently performed Services, including non-performance, or delays in the performance of Services under the Master Agreement, including any Work Orders executed hereunder. A description of the deficiencies and the amounts to be withheld or deducted from payments due to the Contractor by the County will be forwarded to the Contractor by the Director, or authorized designee, in a written notice describing the reasons for such action.

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

- (a) Require Contractor to rework improperly repaired equipment, correct any damages, and supply all necessary replacement parts and materials at no additional cost. Contractor shall also repair any defective parts purchased and installed by such Contractor and shall repair any damage to the equipment resulting from, and to the extent of, Contractor's negligence, willful misconduct inconsistent with the requirements of this

Master Agreement or the Work Order, at no additional cost; and/or

- (b) Deduct applicable pro rata portions of the amounts payable to Contractor by County; and/or
- (c) 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 (hereinafter "PRS") Chart, if any, and the Contractor shall be liable to the County for liquidated damages in such amount. Such amount shall be deducted from the County's payment to the Contractor; and/or
- (d) Upon giving five (5) days' prior 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 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 actions 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, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE [if applicable]

8.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractor to complete Exhibit I – Charitable Contributions Certification, the County seeks to ensure that all County contractors which receive or raise charitable contributions

comply with California law in order to protect the County and its taxpayers.

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

8.32.3 Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202).

8.33 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department of Health Services 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 authorized 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. Exhibit G – Safely Surrendered Baby Law provides a link to the County's website where the Contractor can access posters and other campaign material.

8.38 NOTICES

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

8.39 PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding any other provision of the Master Agreement, 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 provided 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 resulting in 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 identified in the California Government Code Section 6250 et seq. (hereinafter "Public Records Act") and which are marked "trade secret", "confidential" or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.41 PUBLICITY

- 8.41.1 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 authorized designee. The County will not unreasonably withhold its 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 five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material 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 location outside of Los Angeles County.

- 8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (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) prepaid by the Contractor to the County by cash payment upon demand or (b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, 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.

8.43 RECYCLED BOND PAPER

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

8.44 RESTRICTIONS ON LOBBYING

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

8.45 SUBCONTRACTING

8.45.1 The 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, upon County's request, promptly provide the following information:

- 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 that may be reasonably 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 the 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 and shall notify its subcontractors of this County right.
- 8.45.6 The Director, or authorized 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 and other compensation to all subcontractors and their officers, employees, agents, and successors in interest relating to or 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 Paragraphs, Sub-paragraphs and/or 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

Sub-paragraph 8.63 - Prohibition from Participation in Future Solicitations

Exhibit H – Contractor Acknowledgement and Confidentiality Agreement

Exhibit L – Business Associate Agreement

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

Failure by the Contractor to maintain compliance with the requirements set forth in 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 by the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to 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 by 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 by the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 The County may terminate this Master Agreement and any executed hereunder, but not completed, Work Orders, 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 immediately:

- Stop work under this Master Agreement and any executed Work Order on the date and to the extent specified in in such notice;
- Transfer title and deliver to the County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Master Agreement any Work Orders executed hereunder 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 including any Work Order executed hereunder, but not completed, if, in the judgment of the Director or authorized 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 any Work Order executed hereunder; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order executed under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 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 above, 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, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor, including, but 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 or any of its subcontractors. 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, 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 term "subcontractor(s)" shall 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, or any executed Work Order hereunder, but not completed, 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 and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). At least 10 days before every statewide election, every Contractor and each of its subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of such Section 14000.

8.56 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 AND SEVERABILITY

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

8.58 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. Contractor, therefore, shall adhere to and certify compliance with the provisions of Exhibit K – Zero Tolerance Policy on Human Trafficking Certification on behalf

of itself and all members of its staff providing Services under this Master Agreement.

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 and shall ensure that all of its subcontractors comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement, upon which the County may, in its sole discretion, terminate the Master Agreement.

8.62 COMPLIANCE WITH 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 (hereinafter "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 by 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

A proposer, or a contractor, or its subsidiary or subcontractor (hereinafter "Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited

from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Master Agreement.

8.64 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

- 8.64.1 At Contractor's sole cost and expense, Contractor shall ensure that all employees of Contractor and persons working on its behalf, including but not limited to, subcontractors at any tier (hereinafter collectively "Contractor Personnel"), are fully vaccinated against the Coronavirus Disease 2019 (hereinafter "COVID-19") prior to (i) interacting in person with County employees, interns, volunteers and commissioners (hereinafter "County workforce members"), (ii) working on County owned or controlled property while performing services under this Agreement, and/or (iii) coming into contact with the public while performing Services under this Master Agreement (hereinafter 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 (hereinafter "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 (hereinafter "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 (hereinafter "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 that follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Master 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 Master Agreement and must provide such records to 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 any of Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Master Agreement, and/or (3) coming into contact with the public while performing services under this Master Agreement:
- 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 County.
- 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.

8.65 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.

8.66 INTELLECTUAL PROPERTY INDEMNIFICATION

8.66.1 Contractor represents and warrants: (i) that Contractor has the full power and authority to grant to County the license, ownership and all other rights granted by this Master Agreement; (ii) that no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect; (iii) that County is entitled to use Contractor's work provided under the Master Agreement, including any Equipment provided hereunder, including all hardware and software, without interruption, subject only to County's obligation to make the required payments under this Master Agreement; (iv) that this Master Agreement and all of Contractor's work are neither subject to any liens, encumbrances or pledges, nor subordinate to any right or claim of any third party, including Contractor's creditors; (v) that during the term of this Master Agreement, Contractor shall not subordinate this Master Agreement or any of its rights hereunder to any third party without the prior written consent of County and without providing in such subordination instrument for non-disturbance of County's use of Contractor's work (or any part thereof) in accordance with this Master Agreement; and (vi) that neither the performance of this Master Agreement by Contractor, nor the license to or ownership by, and use by, County of Contractor's work, including any Equipment together with all hardware and software, in accordance with this Master Agreement will in any way violate any non-disclosure agreement, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information or other rights of any third party.

8.66.2 The Contractor shall indemnify, hold harmless, and defend the County from and against any and all liability, damages, costs and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Master Agreement. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support the Contractor's defense and settlement thereof.

8.66.3 In the event any Equipment, or part thereof, including hardware and software, becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined or subjected to a risk of damages, the Contractor, at its sole expense, and provided that the County's continued use of Contractor's work, including such Equipment together with hardware and software, is not materially impeded, shall do one or any of the following:

- Procure for the County all rights to continued use of the questioned equipment, application or software product; or
- Replace the questioned equipment, application or software product with a non-questioned item; or
- Modify the questioned equipment, application or software so that it is free of claims.

8.66.4 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

**MASTER AGREEMENT
FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By _____
VICTORIA MANSOURIAN
Principal Deputy County Counsel