

TERM CONTRACT AWARD			CONTRACT NO: MA-IS-2240030-1	VERSION DATE
INTERNAL SERVICES DEPARTMENT			PROCUREMENT FOLDER: 2228465	
FULGENT THERAPEUTICS LLC 4978 SANTA ANITA AVE STE 205 TEMPLE CITY CA 91780			BUYER: Norma E. Rodriguez PHONE: 323-267-2353 EMAIL: nrodriguez3@isd.lacounty.gov	
			VENDOR NO: 172815 CONTACT: JIAN XIE PHONE: 626-350-0537	
			FISCAL YEAR: EFFECTIVE DATE: 08/20/21 EXPIRATION: 02/21/22	

COVID-VACCINE/TESTING ER PURCHASE TO MEET LOCAL/STATE MANDAT					
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 193-40-00-0000000 COVID-19 Mobile/Pop-Up and Fixed Kiosk TEST KITS By RT-PCR Test	0.000	KIT	ITEM	\$ 65.000000
3	COMMODITY CODE: 269-80-00-035313 COVID-19 At Home TEST KITS Refer to Exhibit C- Pricing Schedule	0.000	KIT	ITEM	\$ 0.000000
4	COMMODITY CODE: 208-27-00-0000000 SOFTWARE (VACCINATION TRACKING & TESTING SYSTEM) Refer to Exhibit C Pricing Schedule	0.000	EA	ITEM	\$ 0.000000

 COUNTY OF LOS ANGELES	 VENDOR SIGNATURE/DATE	8/20/2021
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TERMS OF AGREEMENT THE TERMS OF THIS AGREEMENT IS FOR SIX (6) MONTHS FROM 08/20/2021 TO 02/21/2022 WITH THREE (3) SIX MONTH OPTIONS TO BE EXERCISED BY THE COUNTY IN ITS SOLE DISCRETION. The terms of this Master Agreement also include the following Exhibits: Exhibit A - Scope of Services - Testing Kits & Vaccine Tracking & Testing System Exhibit B LA County Summary of Reporting Requirements for Healthcare Providers and Laboratories Conducting SARS-COV-2 Testing Exhibit C - Pricing Schedule Exhibit D - Purchase Order Terms and Conditions Exhibit E - Addendum to Purchase Order Terms and Conditions Exhibit F - Business Associate Agreement Under HIPAA Exhibit G - Information Technology Provisions (SaaS requirements, SLAs, Support, etc.) Exhibit H - Information Security & Privacy Exhibit Exhibit I - Acknowledgment & Confidentiality Agreement (to be signed by Contractor) Exhibit J - Additional Required Insurance Exhibit K - ARP Funding Requirements with Lobbying Certification to Be Signed by Contractor Exhibit L - ARP Reporting Requirements PRICE GUARANTEE; PRICES ARE MAXIMUM FOR THE PERIOD OF THE AGREEMENT INCLUDING ANY OPTIONS PRICE GUARANTEE PRICES ARE MAXIMUM FOR THE PERIOD OF THE AGREEMENT INSURANCE COVERAGE REQUIREMENTS; GENERAL LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CG 00 01 OR ITS EQUIVALENT) WITH LIMITS OF NOT LESS THAN THE FOLLOWING: GENERAL AGGREGATE: \$2 MILLION PRODUCTS/COMPLETED OPERATIONS AGGREGATE: \$1 MILLION PERSONAL AND ADVERTISING INJURY: \$1 MILLION EACH OCCURENCE: \$1 MILLION AUTOMOBILE LIABILITY: INSURANCE (WRITTEN ON ISO POLICY FORM CA 00 01 OR ITS EQUIVALENT) WITH A LIMIT OF LIABILITY OF NOT LESS THAN \$1 MILLION FOR EACH ACCIDENT. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR ALL 'OWNED' 'HIRED' AND 'NON-OWNED' VEHICLES, OR COVERAGE FOR 'ANY AUTO'. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: INSURANCE PROVIDING WORKERS COMPENSATION BENEFITS, AS REQUIRED BY THE LABOR CODE OF THE STATE OF CALIFORNIA OR BY ANY OTHER STATE, AND FOR WHICH CONTRACTOR IS RESPONSIBLE. IF CONTRACTOR'S EMPLOYEES WILL BE ENGAGED IN MARITIME EMPLOYMENT, COVERAGE SHALL PROVIDE WORKERS COMPENSATION BENEFITS AS REQUIRED BY THE U.S. LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT, JONES ACT OR ANY OTHER FEDERAL LAW FOR WHICH CONTRACTOR IS RESPONSIBLE. IN ALL CASES, THE ABOVE INSURANCE ALSO SHALL INCLUDE EMPLOYERS' LIABILITY COVERAGE WITH LIMITS OF NOT LESS THAN THE FOLLOWING: EACH ACCIDENT: \$1 MILLION DISEASE - POLICY LIMIT: \$1 MILLION DISEASE - EACH EMPLOYEE: \$1 MILLION PAYMENT TERMS: PAYMENT TERMS ARE NET 30 DAYS FROM COUNTY'S RECEIPT OF A CORRECT AND PROPER INVOICE, AS PREPARED IN ACCORDANCE WITH THE TERMS HEREIN. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY LATE CHARGES. INVOICES SHALL ONLY BE ISSUED AFTER COUNTY'S ACCEPTANCE OF THE GOODS AND/OR PRODUCTS. DISCOUNTS SHALL BE AS SET FORTH HEREIN.		

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AUTHORIZATION WARRANTY CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY. TERMINATION FOR CONVENIENCE: ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT. AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED. VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION. TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE. TERMINATION FOR GRATUITIES: COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR. X.XX HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")- Business Associate Business Associate - Contractor provides services to a HIPAA-impacted department and in the course of the provision of Agreement services on behalf of the County, creates, has access to, transmits, or maintains patient medical records/patient information, and in most cases, creating, having access to, transmitting or maintaining patient medical records/patient information is necessary to perform the services. The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in the "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")" in order to provide those services. The County and the Contractor therefore agree to the terms of EXHIBIT F, "Business Associate under Health Insurance		

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Portability and Accountability Act of 1996 ("HIPAA")

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed. PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles. ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation. Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems. County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement. CONTRACTOR RESPONSIBILITY AND DEBARMENT 1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors. 2. 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 the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County. 3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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. 4. 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. 5. 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. 6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. 7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.		

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PROHIBITION AGAINST USE OF CHILD LABOR VENDOR shall: 1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment. 2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and 3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor. A. Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply. B. Written Employee Jury Service policy. 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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. This 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 Section, "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 Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.		

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3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. 4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.		
PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.		
ASSIGNMENT BY CONTRACTOR A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county. B. Shareholders, partners, members, or other equity holders of 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement. C. 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 county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.		
DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT) 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 or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C). 2. The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements. 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.		
FEDERAL UNIFORM GUIDELINE CLAUSE By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.		

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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 (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, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

AUTHORITY

The parties represent on their own behalf: (i) they have full power and authority to enter into and perform this Master Agreement, including to comply with all terms and conditions of the Master Agreement and its attached exhibits; (ii) there is no contract, agreement, promise or undertaking that would prevent the full execution and performance of this Master Agreement; and (iii) the persons executing this Master Agreement are duly authorized to do so and have the authority to bind their respective principals.

CONTRACTOR

By Jian Xie

Authorized Signature 
Name _____

Title COO

COUNTY OF LOS ANGELES

By Selwyn Hollins

Authorized Signature 
Name _____

Title Director

EXHIBIT A

SCOPE OF SERVICES

I. SCOPE OF SERVICES

Provision by Contractor of Test Kits, the System, and tasks, activities, responsibilities and other services ("Services") set forth in the Master Agreement shall be subject to the provisions and requirements specified in this Exhibit A and any other attachments and Exhibits in the Master Agreement. Contractor shall provide the following pursuant to the Master Agreement, including as detailed in this Exhibit A (Scope of Services) and Exhibit G (Information Technology Provisions):

1. Services Generally. The Contractor will provide and implement the Covid Vaccination & Testing Tracking System which is a Software as a Service ("SaaS") solution, along with all required interfaces, modules and portals ("System") as requested by County. Contractor shall provide the Services without causing a material disruption of County's operations.
2. Training. As part of the Services, Contractor shall provide the training to County and its Workforce Members (as defined in Exhibit H – Information Security and Privacy Requirements), Authorized Administrators and Authorized Participants, as set forth in this Exhibit A (Scope of Services) and Exhibit G (Information Technology Provisions).
3. Support Services, Customer Support, Technical Support, Maintenance and Service Level Requirements. Contractor shall provide the Support Services, Customer Support, Technical Support, maintenance and meet the Service Level Requirements as specified in Exhibit G (Information Technology Provisions). These services shall commence on the "Go-Live Date" of the System.
4. Covid-19 Testing Kits. Contractor shall provide the required Covid-19 Testing Kits as specified herein and Exhibit C (Pricing Schedule).

Contractor shall provide all supplies, materials and equipment to conduct the Services in this Master Agreement, unless otherwise previously agreed upon with County.

Contractor shall work with each participating County Department through a joint workgroup and independently with individual County departments to resolve System and logistics issues in order to ensure the operational needs of the County are met. County and Contractor's Project Directors and Project Managers who will be the lead on these efforts are as follows:

County Project Director: Cynthia Harding, Chief Strategist for Interdepartmental Initiatives, Department of Human Resources

County Project Manager: Arpine Hovasapyan, Executive Assistant

Contractor Project Director: James Xie, Chief Operating Officer

Contractor Project Manager: Eddie Catich

All Services provided by Contractor, including use of the System by County and its users, shall be made available in English, Spanish, Armenian, Mandarin, Cantonese and Tagalog. As of the Go-Live date, the System will be English only. Thereafter, the County will work with Contractor to determine the extent of any further languages needed for the System.

1. TASK 1: COVID-19 Vaccination & Testing Tracking System

- I.1 Contractor's System shall accept a list of County Workforce Members – which may include, but are not limited to, County employees, contractors, and volunteers.
- I.2 Contractor's System shall accept daily file updates from the County's Human Resources Information System ("eHR"). Contractor shall deactivate County Workforce Members as they leave County service based on the information received in eHR.
- I.3 Contractor shall provide a Management Portal to the System that allows for the upload of additional records of County Workforce Members not contained in eHR, (e.g. contractors, some County employees, and volunteers), and the ability to enter data manually and edit individual records.
- I.4 Contractor shall update the vaccination tracking database in the System in real time when updates are provided via file or portal upload.
- I.5 Contractor shall provide database fields in the System for all items necessary for County to comply with relevant regulations and orders, including from the State of California and County Board of Supervisors, as well as all data necessary to provide reporting at various levels including Countywide, Department, Division, Branch, Command, Work Unit, and Supervisor, by August 23, 2021. The information will include, but may not be limited to, name, County Department, division, work location, supervisor, date of birth, and employee/contractor number.
- I.6 As provided for in Exhibit C (Pricing Schedule), Contractor shall not bill the County for use of the System associated with vaccination tracking and testing unless the volume of tests (see section 2) goes below 3,000 tests per week, at which point the Contractor can bill the County \$1 per County Workforce Member record per year.
- I.7 Contractor shall manage and provide vaccination record notification and compliance to County Workforce Members and any other individual designated by individual County departments, as follows:
 - I.7.1 Contractor shall work with County to develop communication to notify County Workforce Members about the requirement to register in the System by a specified and mutually

agreed upon deadline. The Registration Portal for employees shall be user friendly and easily accessed on any device that can gain access to the internet (phone, computer, tablet.) Contractor shall also provide management with a list of County Workforce Members who have not registered by specified dates.

- I.7.2 Contractor shall send reminder notifications to County Workforce Members who have registered, regarding the requirement to upload their vaccination records. Contractor shall work with County to determine the number of reminder notifications County Workforce Members must receive, and notification language.
- I.7.3 Contractor's System will provide log-in security for anyone accessing the System, including maintaining login security for the number of login attempts before locking an account, a mechanism for unlocking accounts, and a duration of time before passwords expire. Contractor shall use multi-factor authentication for the System. Contractor and County will work together to determine whether the System shall interface with County's Identity Management Module to support single sign-on (SSO) (active directory for County employees) for County users. If County determines it is needed at a later date, Contractor shall provide for that functionality.
- I.7.4 Contractor's System shall accept a digital copy of the physical vaccination card or State QR code to verify vaccination status.
- I.7.5 Contractor's System shall accept via departmental upload, vaccination records as image files of vaccination records and as status provided via the upload file.
- I.7.6 Contractor shall indicate on the Management Portal that a workforce vaccination record is under review.
 - I.7.6.1 If access is approved, Contractor shall interface with Healthvana to verify and validate County Workforce Member vaccination records.
- I.7.7 Contractor shall, upon confirmation of vaccination status, designate the County Workforce Member "compliant" in its database, and immediately send a notification via email/text to workforce member and any other personnel designated by County.
- I.7.8 Contractor shall provide all necessary database fields and portals, as may be required by County, to track County Workforce Members that have been exempted from the vaccination requirement and have flags for (1) medical; and (2) religious exemptions and allow for editing of those fields in the Management Portal. If other fields and portals are needed, as may required by County, Contractor shall provide those fields and portals for no additional cost.
- I.7.9 Contractor shall incorporate the appropriate fields in the System to capture booster shots and track compliance as defined by the County, State or Centers for Disease Control.

- I.7.10 All interfaces and user screens for the System shall be ADA Compliant. Partial ADA compliant user interfaces and notifications will be available by August 22, 2021. Full ADA compliance will occur three weeks thereafter.
- I.7.11 The System shall be ready for Go-Live by August 22, 2021, unless the County agrees otherwise in writing. Following successful testing of the System by County and Contractor, with such testing criteria to be mutually agreed to by County and Contractor, the System will be ready for Go-Live. "Go-Live" shall mean the first use of the System by the County following Contractor's completion and County's approval of any needed testing of the System.

2.1 TASK 2: COVID-19 Testing

- 2.2 Contractor shall implement and manage a COVID-19 testing program for all unvaccinated County Workforce Members. The frequency of the testing (i.e., once a week or twice a week) is mandated by California Department of Public Health (CDPH), and the Los Angeles County Department of Public Health (DPH). Contractor shall work with County to establish default testing frequency for specific workforce groups and allow for editing of frequency by group and on individual records.
- 2.3 Contractor shall issue a scannable QR code to each County Workforce Member that has not been vaccinated for tracking testing information, once they are registered in the System.
- 2.4 Contractor shall, depending on anticipated test volume, provide testing kits via on-site/kiosks, mobile vans/pop-ups, or through self-administered kits distributed at workplaces ("Test Kits"), as well as shipped to County Workforce Members' homes. Contractor shall provide database flags that identify the default method for each County Workforce Member. These should be editable via the Management Portal of the System.
- 2.5 Contractor shall, in all circumstances, provide all necessary supplies and materials to ensure safe, and efficient specimen collection and test administration.
- 2.6 For onsite/mobile testing kiosks and pop-ups at designated County facilities with unvaccinated County Workforce Members, including weekend and evening hours, Contractor shall tailor to demand/need:
- 2.6.1 Contractor shall take direction from the County on the location of onsite kiosks.
- 2.6.2 Contractor shall take direction from the County on required locations and anticipated volumes of mobile pop-up testing sites.

- 2.6.3 Contractor shall use efficient staffing at kiosks and pop-ups, to support specimen self-collection and onsite processing (One-time registration – identification through use of employee specific bar codes).
- 2.6.4 Contractor shall manage all testing operations – testing supply procurement, specimen collection and transport, testing and results management.
- 2.7 Contractor shall provide home-based COVID-19 Test Kits for collection that can be self-administered by County Workforce Members in their home, or other location. The Test Kits for collection will be delivered in one of two methods, to be determined by County ‘upon ordering’:
 - 2.7.1 Delivery Method 1 – Contractor shall provide a pre-determined supply of Test Kits to a County facility, in quantities of one hundred (100) Test Kits. County will then be responsible for delivering the Test Kits back to the lab or County Workforce Members will be responsible for using the provided pre-paid FedEx return envelopes to ship the Test Kit samples back to the lab.
 - 2.7.2 Delivery Method 2 – Contractor shall directly send Test Kit(s) ordered by the County Workforce Members or designees to their home or designated location. Test Kits will include a pre-paid return envelope and the County Workforce Member or designee will be responsible for depositing the return envelope with the Test Kit enclosed to a FedEx shipping location. County will determine, in its sole discretion, the amount of Test Kits that will be ordered and used for mail-in testing.
- 2.8 Contractor shall use commercially reasonable efforts to process at least 99% of tests within 24 hours of specimen being received at the laboratory.
- 2.9 Contractor shall manage and provide testing reminders and result notification to County Workforce Members who have supplied email and/or mobile contact information as follows:
 - 2.9.1 Provide reminders at the default frequency for the specific County group or as noted in the County Workforce Members’ records.
 - 2.9.2 Create testing reminders, test result notifications (negative, positive, and inconclusive) in collaboration with County, and provide information on all necessary steps as outlined by DPH when a County Workforce Member tests positive. Notification of test results will be done in real-time.
 - 2.9.3 Send relevant reminders to County Workforce Members via email/text who are overdue for testing.
 - 2.9.4 Provide supervisor dashboards to provide notification of County Workforce Members’ test results.

2.10 Contractor shall interface with California Reportable Disease Information Exchange (CalREDIE) and all legally required governmental agencies to report test results.

3.1 TASK 3: Management Tools (Portal/Dashboards/Reports)

3.2 Contractor shall develop a security- and role-based Management Portal in the System that will serve the following purposes: provide an interface to upload (bulk and individual) and edit workforce member records; view compliance dashboards at multiple levels and for multiple timeframes, including, but not limited to, Countywide, Department, Division, Branch, Command, Work Unit, and Supervisor; provide ordering capability for County groups that use home-based Test Kits to be distributed at work sites and delivered to homes; provide status as “vaccinated,” exempt religious, exempt medical, test pending, test negative, and test positive; provide an alternate/optional view that only represents employees as “cleared for work,” and “not cleared for work.”

3.3 Contractor’s System shall provide real-time dashboards and export reports automatically generated at specific intervals that can be designated by each County Department. Reports should reflect County Workforce Members who are cleared and not cleared to work. Clearance is based on compliance with vaccination mandate, having a timely test in pending status, and testing negative for COVID-19.

3.4 Contractor shall develop and maintain an ADA-compliant web portal for County Workforce Members and supervisors, and dashboard with role-based security and access that enables real-time views of workforce member status for management, including, but not limited to:

- Countywide Compliance
- Department Compliance
- Division, Branch, Location, Bargaining Unit, Command, Bureau, Station, Unit, Supervisor, County Workforce Member Compliance
- Sortable by vaccine status, latest test result, test status, cleared for work, not cleared for work
- Searchable by County Workforce Member name, employee/contractor number
- Includes, but is not limited to the following data elements: name, mailing address, email address, mobile phone number for text alerts, County Workforce Member or contractor number work location and address, bargaining unit, County Department, unit, name and contact information for supervisor, vaccine status, latest test result and test date, and test status
- All dashboard results should be exportable in report format.

3.5 Contractor shall work with County to determine and provide any additional requirements for dashboards and reports at no additional cost to the County.

3.6 Contractor shall work with County to develop and maintain an up-to-date database of all unvaccinated County Workforce Members.

- 3.7 Contractor shall work with County to develop and maintain an up-to-date database of all vaccinated and unvaccinated County Workforce Members, (employees, contractors, and volunteers).
- 3.8 Contractor will develop and maintain up-to-date registry of unvaccinated County Workforce Members – County e# and Non-County c#– and maintain records for all COVID test results and transmit batched data daily to DHS/Employee Health Services.
- 3.8.1 Contractor shall work with County and DHS Employee Health to develop and maintain an up-to-date database of all vaccinated and unvaccinated County and contracted County Workforce Members.

Registry should include the following data elements: Employee/Contractor First and Last Name, e/c-number, date of birth, cellular phone number, work email address, primary work location and work phone number, primary shift, County Department number, supervisor first and last name, supervisor email, contractor/agency/school name, sponsor's email, vaccine status (unvaccinated non-exempt, unvaccinated exempt, incomplete vaccination - e.g. 1 of 2 doses or <2 weeks from last dose), vaccination complete – last does plus 2 weeks), date of 1st and 2nd (when applicable) dose of vaccine, all test results (positive, negative, indeterminate) and test dates, testing status (overdue <1 week, 1-2 weeks, 3-4 weeks, >4 weeks).

- 3.8 Contractor shall make available all existing portals, dashboards, and reports that currently exist in the System to the County by the Go-Live date of August 22, 2021. Contractor shall also ensure that the portal to upload vaccination records is available and working by this date. Thereafter, all required configurations needed of the portals, dashboards, and reports to meet the County's requirements and business processes, will be completed by no later than three (3) weeks thereafter following the Go-Live date of August 22, 2021.

4.0 TASK 4: Training

- 4.1 Contractor shall start training no later than August 23, 2021, based on a schedule created and mutually agreed upon by County and Contractor.
- 4.2 Contractor shall provide all County Workforce Members a 30-minute to 1-hour online, or live-in person, training on navigating the Registration portal, uploading vaccination cards, etc.
- 4.3 Contractor shall provide all County Workforce Members with approved vaccination exemptions a 30-minute to 1-hour online, or live-in person, training on how to secure their tests and what to do if they receive a positive result.
- 4.4 Contractor shall provide County managers a 30-minute to 1-hour online, or live-in person, training on using the Management Portal.

4.5 Contractor shall provide all County Workforce Members with a written guide or user manual or toolkits to help with troubleshooting and use of its portals and database.

EXHIBIT B

L.A. COUNTY SUMMARY OF REPORTING REQUIREMENTS FOR HEALTHCARE PROVIDERS & LABORATORIES CONDUCTING SARS-COV-2 TESTING

Both healthcare providers testing patients for COVID-19 infection and laboratories conducting SARSCOV- 2 testing are required to report to the Los Angeles County Department of Public Health (LACDPH) if the address of the patient is within LA County.

HEALTHCARE PROVIDERS TESTING PATIENTS FOR COVID-19

LAC reporting guidance and forms are found here:

<http://publichealth.lacounty.gov/acd/ncorona2019/index.htm#Reporting>

A webpage that hosts resources for the healthcare providers specific to COVID-19:

<http://publichealth.lacounty.gov/acd/nCorona2019/>

LA County reportable disease list outlining the timeframe for reporting:

<http://publichealth.lacounty.gov/acd/docs/ReportableDiseaselistMarch2020.pdf>

LA HAN where we push the guidance changes, webex information, etc. All previous HANs are posted to this website where you can find historical COVID-19 clinical, public health, and laboratory guidance.

<http://publichealth.lacounty.gov/lahan/>

*Please sign up if you are not so you will be automatically pushed new guidance as it becomes available.

LABORATORIES CONDUCTING SARS-COV-2 TESTING

LA County reportable disease list outlining both positive and negatives must be reported and the timeframe for: <http://publichealth.lacounty.gov/acd/docs/ReportableDiseaseListMarch2020.pdf>

If you are a laboratory that is testing LAC residents no matter your physical location, you must register with the California Department of Public health (CDPH) for electronic laboratory reporting (ELR). Information about how to establish an electronic connection with CDPH that would route your positive and negative COVID results to LACDPH can be found at the CDPH Health Information Exchange Gateway: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/CalREDIE-ELR.aspx>

All labs not on ELR are required to fax an individual test requisition form for each individual tested with the key reporting data elements as outlined in the California Code of Regulations, Title 17, Section 2505. <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/LabReportableDiseases>.

All test requisitions must include the name, gender, address, telephone number, pregnancy status, race/ethnicity, and date of birth of the person from whom the specimen was obtained, as well as patient identification number, specimen accession number or other unique specimen identifier, specimen site, diagnosis codes, laboratory findings for the test performed, and date that the laboratory findings were

identified. Lastly, the name, address, and telephone number of the health care provider for whom such examination or test was performed.

EXHIBIT C

PRICING SCHEDULE

This Exhibit C (Pricing Schedule) sets forth the pricing and payment terms for Test Kits and use of the Covid-19 Vaccination & Testing Tracking System and related Services under the Master Agreement.

1. TEST KITS

1.1 Per Unit Price: Test Kits will be paid for as follows by the County:

a. **Test Kits** - Provided by Mobile/Pop Ups and Fixed Kiosks at High-Volume Locations

Number of Employees Tested Weekly	Number of Mobile Test Teams*	Number of Operators Per Team	Fulgent Bills the County
5,000	2	6	\$65
10,000	4	6	\$65
15,000	6	6	\$65
20,000	8	6	\$65
25,000	10	6	\$65
30,000	12	6	\$65
35,000	14	6	\$65
40,000	16	6	\$65
50,000	18	6	\$65

*Employees test weekly

*Mobile teams visit sites Monday to Friday based on the schedule

*500 tests per team per site/per day

b. **At Home Tests**

Number of Employees Tested Weekly	Fulgent Bills the County	
	Individually Sent to Homes	Cartons Sent to Offices (w/individual return labels)
5,000	\$108	\$95
10,000	\$108	\$95
15,000	\$103	\$90
20,000	\$103	\$90
25,000	\$103	\$90
30,000	\$98	\$88
35,000	\$98	\$88
40,000	\$95	\$85
50,000	\$95	\$85

** weekly volume is based on the date the results are reported, with the week starting on Mondays and ending on Sundays*

1.2 Actual Costs: County will be invoiced by Contractor monthly for the actual number of Test Kits used in the prior month. Contractor will identify in the invoice the number of Test Kits used in each testing type (e.g., kiosk, mobile pop-up, self-administered Test Kits distributed at County facilities and self-administered Test Kits sent to homes) and provide any other information required by County to verify the number of Test Kits

invoiced to the County. This includes Contractor providing invoice details itemized by County Department and testing type. County will make good faith efforts to have employees return their home Test Kits with completed samples. In the event that there is a large volume of home Test Kits that are ordered by the County, that are otherwise not used, County and Contractor agree to revisit the issue of cost recovery of these unused home Test Kits. Contractor shall also mail and email invoices to the County Project Director monthly at the following address and email:

Department of Human Resources
 ATTN: Cynthia Harding
 500 W. Temple St.
 Room 579
 Los Angeles, CA 90012
 EMAIL: CHarding@hr.lacounty.gov

2.0 IMPLEMENTATION WORK FOR VACCINE & TESTING TRACKING SYSTEM

All work required to implement the the Vaccine & Testing Tracking System, including hosting environment set up, software implementation/configuration, interfacing, portal creation, data migration and conversion, training and any other Services specified in the Master Agreement including at Exhibit A (Scope of Services), is at no additional cost to the County.

3.0 ANNUAL SUBSCRIPTION FEES

Contractor shall not bill the County "Subscription Fees" for use of the Vaccine & Testing Tracking System unless the volume of billable Test Kits goes below 3,000 Test Kits per week (weekly volume is based on the date the results are reported, with the week starting on Mondays and ending on Sundays). If that occurs in any week of the contract term, the Contractor can bill the County for the cost of One Dollar (\$1.00) per County Workforce Member record, per year. "Subscription Fees" means the annual amounts of fees payable by County to Contractor annually to fully access and use the System under the Master Agreement.

SUBSCRIPTION FEES	ANNUAL FEES
<u>Subscription Fees for Vaccine & Testing Tracking System (SaaS)</u> - Cost per County Workforce Member for vaccination tracking is \$0, if there is a volume of 3,000 Test Kits per week. - Cost per County Workforce Member for vaccination tracking is \$1, if there is less than 3,000 Test Kits per week..	\$0.00/per County Workforce Member Record \$1.00/per County Workforce Member Record

4.0 ADDITIONAL SERVICES

If County requests any additional work not specified in the Master Agreement ("Additional Services"), such Services shall be provided at no additional cost to the County. Additional Services will be memorialized in a modification/amendment to the Master Agreement and/or a County-issued Purchase Order in accordance with County's Purchasing policies and procedures.

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COUNTY OF LOS ANGELES
FEDERAL TAX EXEMPTION CERTIFICATE

The undersigned hereby certifies that he is a deputy purchasing agent of the county of Los Angeles. A political subdivision of the State of California, that he is authorized to execute this certificate and that the article or articles indicated in this purchase order are for exclusive use of the county of Los Angeles, a political subdivision of the State of California.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the states or political subdivisions thereof, is limited to the sale of articles purchased for their exclusive use and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported by me to the vendor or the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years, or both, together with cost of prosecution.

County purchasing Agent

By _____

This certificate is applicable only when signed by an authorized person.

TERMS AND CONDITION OF PURCHASE

1. **CONDITIONS OF PURCHASE:** This order shall be in accordance with these terms and conditions and any attachments here to. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the county of Los Angeles ("County") Purchasing Agent. Failure of County to object to provisions contained in any acknowledgment, document or other communications from vendor shall not be construed as a waiver of these terms and conditions or an acceptance of any such provision.

2. **DELIVERY:** Delivery shall be as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Vendor to adhere to shipping terms specified hereon or contained in a written agreement for this purchase may, at county's discretion, result in additional handling costs being deducted from Vendor's invoice. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be for the account of Vendor. Unless otherwise set forth herein, all items shall be suitably packed and marked. Purchase Order number must be on all shipping documents and containers.

3. **INVOICES:** Invoices shall include the Purchase Order number, which is located in the upper right hand corner of the Purchase Order. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. When price shown is delivered price, all transportation and delivery charges must be prepaid in full to destination.

4. **PRICE/SALES TAX:** Unless otherwise specified herein, the prices herein do not include sales or use tax. No charges for transportation, containers, packing, unloading, etc. shall be allowed unless specified herein.

5. **PAYMENT TERMS:** Unless other wise specified herein, payment terms are net 30 days from the date County receives a correct and proper invoice. In no event shall County be liable for any late charges. Cash discount periods shall be computed either from the date of delivery and County's acceptance or the date of County's receipt of correct and proper invoices, whichever date is later, prepared in accordance with the terms herein.

6. **WARRANTIES:** Vendor shall, at no cost to County, promptly correct any and all defects in the items/services provided hereunder. Vendor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Purchase Order, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Vendor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

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7. **CANCELLATION:** Unless otherwise specified herein. County may cancel all or part of this Purchase Order and or Contract at no cost and for any reason by giving written notice to vendor at least thirty (30) calendar days prior to scheduled delivery. A cancellation change not exceeding one percent (1%) of the value of the cancelled portion of the Purchase Order and/or Contract may be charged to The County on any cancellation with less than thirty (30) calendar days prior written notice.

8. **HAZARDOUS MATERIALS:** Vendor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

9. **COVENANT AGAINST GRATUITIES:** Vendor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by vendor, or any agent or representative of Vendor, to any officer or employee of County with a view toward securing this Purchase Order or favorable treatment with respect to any determination concerning the performance of this Purchase Order. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Vendor as it could pursue in the event of Vendor's default.

10.0 **CONFLICT OF INTEREST:** 10.1 No County employee whose position with county enables such employee to influence the award of the Purchase Order or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor, or have any other direct or indirect financial interest in this Purchase Order, No officer or employee of Vendor, who may financially benefit from the award of this Purchase Order shall in any way participate in County's approval or ongoing evaluation of this purchase.

10.2 Vendor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Purchase Order. Vendor warrants that it is not aware of any facts, which create a conflict of interest. If Vendor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to county. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

11. **GOVERNING LAW AND VENUE:** This Purchase Order shall be governed by and construed in accordance with the laws of the state of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Purchase order, and further agrees and consents that venue of any action hereunder shall be exclusively in the County of Los Angeles, California.

12. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever arising from or connected with Vendor's operations, goods and/or commodities or services provided hereunder. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent or copyright or any actual or alleged trade secret disclosure.

13. **DEFAULT:** The County may, by written notice to the Vendor, terminate the Purchase Order, if, in the judgment of the County:

a. Vendor has materially breached the Purchase Order; or

b. Vendor fails to timely provide and/or satisfactorily perform any task, deliverable, service. or other work required under the Purchase Order or fails to demonstrate a high probability of timely fulfillment of performance requirements, or of any obligations of the Purchase Order and in either case, fails to demonstrate convincing progress toward a cure within ten (10) working days, (or such longer period as the county may authorize in writing) after receipt of written notice from the County specifying such failure.

In the event that the County terminates the Purchase Order, 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 Vendor 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 rights and remedies of the County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

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14. INVALIDITY, REMEDIES NOT EXCLUSIVE: If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid, the remainder of this Purchase Order and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

15. COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Purchase Order are hereby incorporated herein by reference.

The Vendor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney fees, arising from or related to any violation on the part of the Vendor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives

16. NONDISCRIMINATION: By acceptance of this Purchase Order, vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or Vendor without regard to or because of race, religion, ancestry, national origin, disability or sex. Vendor shall allow the County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the County. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the Purchase Order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the Purchase Order, the County shall, at its option and in lieu of termination or suspending this Purchase Order, be entitled to liquidated damages, pursuant to California Civil Code Section 1671, of the greater of ten percent (10%) of the Purchase Order amount or One Thousand Dollars (\$1,000).

17. FORCE MAJEURE: Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority

18. NON-EXCLUSIVITY: Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Vendor. This Purchase Order shall not restrict the purchasing Agent from acquiring similar, equal or like goods and/or services from other entities or sources.

19. MOST FAVORED CUSTOMER: Vendor represents that the prices charged County in this Purchase Order do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

20. WAIVER: No waiver by the County of any breach of any provision of this Purchase Order 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 Purchase Order shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.

21. ACCEPTANCE: Unless explicitly stated by County as otherwise, county may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased hereunder. The acceptance test period shall not exceed thirty (30) days from receipt of such item by County. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Purchase Order.

22. SPARE PARTS: Unless otherwise set forth herein, Vendor shall make spare parts available to county for a period of two (2) years from the date of delivery of the items to County; If Vendor is unable to so provide spare parts, it shall provide County with the name(s) of Vendor's suppliers so that County may attempt to procure such parts directly. In the event of such unavailability, Vendor shall provide, at no cost, reasonable assistance to County in obtaining spare parts.

23. ENTIRE AGREEMENT MODIFICATIONS: This Purchase Order and any attachments hereto, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Purchase Order shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only county's Purchasing Agent can make changes or modifications by issuance of an official change notice.

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24. INDEPENDENT CONTRACTOR STATUS: This Purchase Order is by and between the County and the Vendor 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 Vendor. 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.

The Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Purchase Order all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, Federal, State or Local Taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Vendor.

The Vendor understands and agrees that all persons performing work pursuant to this Purchase Order are, for purposes of workers Compensation liability; solely employees of the Vendor and not employees of the County. The Vendor 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 vendor pursuant to this Purchase Order.

25. COUNTY STOCK: Stock furnished by County to be used in this Purchase Order shall be returned to county free from damage from any cause and in accordance with all other terms and conditions of bid and this Purchase Order.

26. TAX EXEMPT STATUS: Tax exempt items shall be clearly listed and identified.

27. COUNTY LOBBYISTS: The, Vendor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by the Vendor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of the Vendor or any county Lobbyist or county Lobbying firm: retained by the Vendor to fully comply with the County's Lobbyist Ordinance shall constitute a material beach of this Purchase Order, upon which the County may in its sole discretion, immediately, terminate or suspend this Purchase Order.

28. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS: Should the Vendor require additional or replacement personnel after the effective date of this Purchase Order, the Vendor shall give consideration for such employment openings to participants in the county's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet the Vendor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Vendor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Vendor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

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

The Vendor 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 Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

30. SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela_org for printing purposes.

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

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts/Purchase Orders 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.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract/purchase Order to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use 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}.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Contract/Purchase Order. Without limiting the rights and remedies available to COUNTY under any other provision of this contract/purchase order, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this contract/purchase order pursuant to "VENDOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of CONTRACTOR, pursuant to County code, Chapter 2.202.

32. PAYROLL RECORDS: Wherever required, the Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). The Contractor and the Contractor's subcontractors shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by the County under this or any future or successive County Agreement, Contract or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors, upon request by the County, arising from and/or relating to any Agreement formulated as a result of this inquiry.

Certified payroll shall be submitted upon request and shall include:

- A. Original Document
- B. Company Name & Address
- C. Account Number/Project Number
- D. Project Name and Address
- E. Authorizing county Department and Purchase Order or Contract Number
- F. Period of Time in which Work is Being Performed
- G. Employee Name, Address and Social Security Number
- H. Work Classification, Including Sub-classification
- I. Hours Paid
- J. Rate of Pay
- K. Deductions
- L. Payroll Check Number
- M. Benefits
- N. Signature of Employee Authorized to Certify Payroll

Prevailing wage Scale Wherever required:

- A. The Contractor shall comply with all provisions of the Labor Code of the State of California.
- B. Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Contract that may be awarded by the County.

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C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the Department, and must be posted at the project site by the Contractor or his/her subcontractor.

D. Current prevailing wage rates may be obtained at:

www.dir.ca.gov/DLSR/PWD/Apprentice.htm

Division of Labor Standards Enforcement
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

(415) 703-4810

CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

2. 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 the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the county.

3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

4. 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.

5. 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

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PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the county code) or that contractor qualifies for an exception to the Jury Service program a(Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employee shall receive, from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. This 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 Section, "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 Contractor. "Full Time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the county. If Contractor uses any subcontractor to perform services for the County under the Contract, The subcontractor shall also be subject tot he provisions of this section. The provisions of this Section 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 Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract 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. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future contracts for a period of time consistent with the seriousness of the breach.

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PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the County specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. 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 County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER (EFT)

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 or contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

2. The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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.

FEDERAL UNIFORM GUIDELINE CLAUSE

By entering into this Contract/Purchase Order, the Contractor/Vendor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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 (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, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

EXHIBIT E
**ADDENDUM TO MASTER AGREEMENT AND
PURCHASE ORDER TERMS AND CONDITIONS**

This Addendum is part of the Master Agreement (also referred to as "Agreement" or "Contract") by and between the County of Los Angeles, a political subdivision of the State of California ("County") and Fulgent Therapeutics LLC ("Contractor" or "Vendor") for a COVID-19 Vaccine & Testing Tracking System which is a Software as a Service ("SaaS") solution ("System") and for Testing Kits. This Addendum amends, modifies, replaces, supplements and/or clarifies certain provisions of Master Agreement MA-IS-2240030-1 and County's Purchase Order Standard Terms and Conditions ("PO Terms") included at Exhibit D (Purchase Order Terms and Conditions).

WHEREAS, On March 11, 2021, the American Rescue Plan Act ("ARP") was signed into law, which amended Title VI of the Social Security Act 17 to add Section 603 establishing the Coronavirus Local Fiscal Recovery Fund (the "ARP Funds"); and

WHEREAS, through the ARP Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses; and

WHEREAS, due to a rise in transmission of the Delta variant causing a rapid increase in COVID-19 cases in California, the California Department of Public Health (CDPH) issued an order on July 27, 2021 to help prevent the spread of COVID-19 in hospitals, high-risk congregate settings, and other health care settings ("CDPH Order"); and

WHEREAS, this CDPH Order requires that all covered facilities must be in full compliance by August 23, 2021 with the order, that covered facilities verify the vaccination status of all workers and have a plan in place for tracking verified worker vaccination status, that mandates COVID-19 weekly testing requirements for those employees who are unvaccinated or incompletely vaccinated, and that also sets forth mask and respirator requirements for covered facilities; and

WHEREAS, on July 30, 2021, the Los Angeles County Health Officer issued an order which incorporated by reference, the CDPH Order requiring workers in high-risk health care and congregate settings to provide proof of vaccination or submit to at least weekly testing ("Health Officer Order"); and

WHEREAS, Supervisor Hilda Solis, as chair of the County's Board of Supervisors, issued an executive order on August 4, 2021 requiring all County employees to provide proof of full vaccination by October 1, 2021 ("Executive Order"); and

WHEREAS, County immediately needs on an emergency basis to secure the System and Testing Kits so it may track the vaccination and testing status of its County workforce members and contractors to meet the impending deadlines set in the CDPH Order, Health Officer Order and Executive Order; and

WHEREAS, 2 CFR §200.320(c) applicable to the use of ARP Funds permits non-competitive procurements where the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; and

WHEREAS, County and Contractor wish to enter into the Master Agreement for Contractor's provision of the System and Testing Kits; and

WHEREAS, County's Purchasing Agent has authority to enter into the Master Agreement on behalf of County for such System and Testing Kits pursuant to Cal. Gov. Code § 25500 et seq.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows below.

1. APPLICABLE DOCUMENTS

1.1 Master Agreement & PO Terms

The paragraphs and provisions of the Master Agreement and the PO Terms as set forth in Exhibit D (Purchase Order Terms and Conditions), are part of the Master Agreement to the extent applicable to its subject matter and are not otherwise superseded by any of the terms specified in this Exhibit E and/or any other Exhibits attached hereto.

1.2 Interpretation

The provisions of this Exhibit E, along with the Master Agreement, PO Terms and all Exhibits attached to the Master Agreement or incorporated herein by reference, collectively form the Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, task, schedule or the contents or description of any goods or services or otherwise between this Exhibit and the Master Agreement and PO Terms or any Exhibits hereto, such conflict or inconsistency shall be resolved by giving precedence first to this Exhibit E, the Master Agreement, then the Exhibits attached hereto to the following descending priority:

- Exhibit A Scope of Work
- Exhibit B LA County Summary of Reporting Requirements for Healthcare Providers and Laboratories Conducting SARS-COV-2 Testing
- Exhibit C Pricing Schedule
- Exhibit D Purchase Order Terms and Conditions
- Exhibit F Business Associate Agreement Under HIPAA
- Exhibit G Information Technology Provisions
- Exhibit H Information Security & Privacy Exhibit
- Exhibit I Acknowledgment & Confidentiality Agreement
- Exhibit J Additional Required Insurance
- Exhibit K ARP Funding Requirements with Lobbying Certification to Be Signed by Contractor
- Exhibit L ARP Reporting Requirements

The Master Agreement, including this Exhibit E, all Exhibits and the PO Terms, constitutes the complete and exclusive statement of understanding between the parties with respect to the subject matter hereof and supersedes all previous and contemporaneous agreements, whether written or oral, and any and all communications and negotiations between the parties relating to the subject matter of this Master Agreement.

2. PAYMENT AND REIMBURSEMENT

2.1 Invoicing and Payments

Contractor shall be reimbursed in accordance with the pricing terms set forth in Exhibit C (Pricing Schedule). Any rates and/or fees payable by County to Contractor shall not exceed those specified in such Exhibit C (Pricing Schedule) for the full term of the Master Agreement. All invoices submitted by Contractor to County for payment shall have County's written approval, which approval shall not be unreasonably withheld. In no event shall County be liable or responsible for any payment prior to such written approval.

2.2 Funding Source

Contractor acknowledges that it is being paid with ARP Funds under this Master Agreement. As a condition of receiving federal grant funds, Contractor shall comply with Exhibit K (ARP Funding Requirements) and with Exhibit L (ARP Reporting Requirements).

3. INTELLECTUAL PROPERTY INDEMNIFICATION

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 Contractor's work under this Master Agreement, including the System and any Updates or Upgrades thereto provided by Contractor. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

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

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

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 Contractor, in a manner for which the questioned product was not designed nor intended.

4. CONFIDENTIALITY, PRIVACY AND SECURITY

4.1 Confidentiality

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 but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the California Confidentiality of Medical Information Act (Cal. Civ. Code §§ 56 et seq.) and the California Information Practices Act of 1977 (Cal. Civ. Code §§ 1798 et seq.).

- 4.1.1 Furthermore, Contractor shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (ii) promptly transmit to County all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Master Agreement, any such records or information to any person or organization other than 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.
- 4.1.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.
- 4.1.3 Contractor shall sign and adhere to the provisions of Exhibit F (Business Associate Agreement Under HIPAA), Exhibit H (Information Security & Privacy Exhibit) and Exhibit I (Acknowledgement and Confidentiality Agreement) on behalf of itself and all persons providing services, Test Kits, and the System pursuant to the Master Agreement.

4.2 Confidentiality of Medical Information Act

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

4.3 Remedies

Failure on the part of Contractor to comply with any of the provisions of this Section 4 shall constitute a material breach of this Master Agreement, upon which County may suspend or terminate the Master Agreement for default, at its sole discretion, and/or take such other actions as deemed necessary or appropriate by County or required by law. Contractor also acknowledges and agrees that due to the unique nature of the sensitive information addressed in this Section

there can be no adequate remedy at law for any breach of Contractor's obligations hereunder, and, therefore, upon any such breach or any threat thereof, County shall be entitled to appropriate equitable remedies and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies County might have at law or equity.

4.4 Indemnification

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with or related to any failure by Contractor, including its officers, employees, agents and subcontractors, to comply with the provisions of this Section 4, including but not limited to:

- Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information; and/or
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs as a result of the fault or negligence of Contractor on Contractor's systems or networks (including all costs and expenses incurred by County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities). Any legal defense pursuant to Contractor's indemnification obligations under this Section 4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

4.5 Survival

The provisions of this Section shall survive the termination of this Master Agreement.

5. SUBCONTRACTING

The work and services provided pursuant to the Master Agreement may not be subcontracted by Contractor without the prior written approval of County's authorized personnel. Any attempt by Contractor to subcontract without such prior written approval may be deemed a material breach of the Master Agreement. Notwithstanding the foregoing, County hereby acknowledges and approves Contractor's use of Amazon Web Services ("AWS") as its primary data hosting provider and deems AWS an "Approved Subcontractor" for the purposes of the Master Agreement.

Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if the employees of any such subcontractor were Contractor employees and shall remain fully responsible for all performances required of it under the Master Agreement, including those that are subcontracted by Contractor

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

6. CONSTRUCTION

If any part of this Master Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed omitted to the extent deemed so contrary, prohibited or invalid but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. All headings contained in this Master Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Master Agreement or any provisions hereof and should not be considered in interpreting this Master Agreement. In this Master Agreement, the use of any gender shall be deemed to include the other gender, and the use of the singular shall include the plural, wherever it appears appropriate from the context. This Master Agreement shall not be construed against either party as the drafter as the parties agree that each participated equally in the negotiation and drafting of this Agreement.

7. NOTICES

Unless otherwise specifically provided in this Master Agreement, 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 and addressed to the following:

If to County: County of Los Angeles
 Department of Human Resources
 ATTN: Cynthia Harding
 500 W. Temple St.
 Room 579
 Los Angeles, CA 90012
 EMAIL: CHarding@hr.lacounty.gov

County of Los Angeles
Chief Executive Office
ATTN: Amylen Clarke
500 W. Temple St.
7TH Floor
Los Angeles, CA 90012
EMAIL: AClarke@ceo.lacounty.gov

If to Contractor: Fulgent Thereapeutics LLC
 ATTN: James Xie
 Address: 4978 Santa Anita Ave.
 Suite 205
 Temple City, CA 91780
 Email: jamesxie@fulgentgenetics.com

8. EXECUTION OF MASTER AGREEMENT DOCUMENTS

The Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Master Agreement. County and Contractor agree to consider facsimile and electronic/digital versions of original signatures of authorized personnel of each party to have the same force and effect as original signatures, such that the parties need not follow up such facsimile or electronic/digital transmissions of executed documents with original wet-signature versions.

9. PO STANDARD TERMS AND CONDITIONS

The provisions listed below in this Section 9 specifically supersede, modify and/or supplement those set forth in the PO Terms & Conditions at Exhibit D as provided below, with each referenced Section belonging to the PO Terms.

9.1 Paragraph 28 – Consideration of Hiring GAIN/GROW Program Participants:

This section is deleted from the PO Terms & Conditions at Exhibit D (PO Terms and Conditions).

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

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

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

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

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

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The

information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

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

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable

underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

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

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

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

20. MISCELLANEOUS PROVISIONS

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

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

EXHIBIT G

INFORMATION TECHNOLOGY PROVISIONS

This Exhibit G (Information Technology Provisions) is attached to and forms part of the Master Agreement between County and Contractor and sets forth the terms and conditions with respect to County's use of the Covid Vaccination & Testing Tracking System which is a Software as a Service ("SaaS") solution ("System"). The provisions of this Exhibit G are in addition to any other requirements and responsibilities of Contractor set forth in the Master Agreement, including Exhibit A (Scope of Services).

1. DEFINED TERMS

Any term with the initial letter capitalized used, but not defined herein shall have the meaning given to such term in the Master Agreement, including its various exhibits.

- a. **"24/7"** means twenty-four (24) hours per day, seven (7) days per week in accordance with Contractor's required Service Levels.
- b. **"Actual Availability"** is as defined in Section 8 (Service Level Requirements).
- c. **"Anonymized Data"** means data that has had all County and Personally Identifiable Information removed.
- d. **"Authorized Administrator(s)"** means each individual who is authorized by the County, with password-protected access, to review, add, edit and report on Authorized Participant information in the System.
- e. **"Authorized Participant(s)"** means each County Workforce Member, volunteer, medical or nursing student, contractor, contractor employee, subcontractors, subcontractor employees, pending hire, or other person or entity approved by County whose data has been provided to Contractor, either by County itself or by the individual or with County's authorization, for input into the System.
- f. **"Availability Service Level"** is as defined in Section 8 (Service Level Requirements).
- g. **"Disabling Device"** is as defined in Section 12 (Disabling Device)
- h. **"Documentation"** means Contractor's standard training materials, user guides and technical guides that Contractor makes available to County regarding use of the System.
- i. **"Error"** means System unavailability; an unplanned interruption to the System; or a reduction in the quality or functionality of the System.
- j. **"Implementation Services"** means the services that Contractor provides to County as set forth in Exhibit A (Scope of Services).
- k. **"License"** means the rights granted to County by Contractor for use of the System and Documentation as set forth in Section 2 (License).
- l. **"Reporting Period"** means one (1) calendar month.
- m. **"Scheduled Downtime"** is as defined in Section 8 (Service Level Requirements).
- n. **"Service Level(s)"** means the service levels and standards identified herein and as amended by the parties from time to time pursuant to the terms of the Master Agreement. Service Levels specifically include without limitation those set forth in Section 8 (Service Levels).
- o. **"Support Services"** means the services provided by Contractor for the System, including technical assistance, via telephone or remote web-based support that Contractor provides to County with respect to user issues, such as resetting user passwords, giving users the correct web address for access and explaining the self-registration process.
- p. **"Third Party Product"** is as defined in Section 3 (Third Party Product).
- q. **"Unscheduled Downtime"** is as defined in Section 8 (Service Level Requirements).

- r. **“Update”** means any error corrections, bug fixes, or modifications to the System that Contractor generally makes available to all its clients.
- s. **“Upgrade”** means any new version of the System provided to County.
- t. **“User Information”** means any and all personally identifiable data, medical or health information and other sensitive information entered into the System by any Authorized Personnel or from County authorized sources, including but not limited to data transferred from any of County's systems and internal or third party clinical or information systems.

2. LICENSE

- a. Contractor grants to County a fully-paid, worldwide, non-exclusive license to use the System and Documentation for County's business and governmental purposes and activities ("License") during the term of the Master Agreement, including any Revisions to the System and any new version releases and Updates to the System. For the purposes of this License grant, the term "use" as it applies to System means to access, execute, operate, use, distribute, archive and/or run unlimited copies of the System and by an unlimited number of users authorized by the County. Without limitation of the above, County's business and governmental purposes and activities include making the System available for use to County and its Authorized Administrators and Authorized Participants. This License shall cover the County, and its Authorized Administrators and Authorized Participants, and there shall be no additional cost separately applied by Contractor to each.
- b. This License shall also include, at no additional cost to the County, all Documentation relating to the System. If the Documentation for the System is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel or County designees and users of the System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the System as permitted in this Master Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

3. THIRD PARTY PRODUCT

The Contractor shall not use any third party product in the System to deliver the required functionality ("Third Party Product") without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Master Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royalty-free, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business and governmental purposes and activities.

4. UPDATES, UPGRADES AND ENHANCEMENTS

- a. Contractor will provide Updates to the System, at no additional cost to the County as part of its License, as Contractor makes the same generally available to Contractor's clients.
- b. The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the System any software/firmware enhancements, Upgrades, and replacements as part of its License, which the Contractor initiates or generates that are within the scope of the System and that are made available at no charge to the Contractor's other customers. During the term of the Master Agreement, Contractor shall promptly notify County of any available Upgrades,

enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to County. Contractor shall provide any accompanying Documentation in the form of new or revised Documentation necessary to enable County to understand and use the enhanced, updated or replaced System.

5. OWNERSHIP

- a. County acknowledges that, as between Contractor and County, Contractor is and will remain sole and exclusive owner of all right, title and interest in and to the System and Documentation and all other materials, information, processes and technology used by Contractor or made available to County in connection with the System, and any and all improvements, enhancements, updates, upgrades and modifications to any of the preceding (whether or not made in conjunction with the Master Agreement), and all patent, trade secret, copyright, trademark and other proprietary rights worldwide embodied in each of the preceding.
- b. As between County and Contractor, County is and will remain the sole and exclusive owner of all right, title and interest in and to County Information and User Information, any data derived therefrom and any other data or information provided by County or any of its agents.

6. WARRANTIES

Contractor represents, warrants and covenants that the System performs the functions as described in the Documentation and meets the requirements and other specifications set forth in the Master Agreement.

7. AGGREGATED ANONYMOUS DATA

County acknowledges and agrees that Contractor may de-identify, anonymize and generate Anonymized Data, combine it with data from other sources to an aggregate dataset, and use the resulting information for public health reporting purposes. Contractor will not sell, market, or otherwise disclose County's Anonymized Data (other than as part of the aggregate dataset).

8. SERVICE LEVEL REQUIREMENTS

- a. Contractor shall regular maintenance to the System and use its best efforts to ensure that its System is available to County's users at all times. Without limiting the generality of the foregoing, Contractor shall ensure that the web server and System are available **99.85%** of the time as described herein (the "Availability Service Level"). If the System's "Actual Availability" as defined below falls below 99.85% for any Reporting Period, County shall apply a credit of 10% of that's months invoice due and owing to Contractor, and may terminate the Master Agreement. In the event of any such termination, any Subscription Fees applicable to the post termination period, if any, will be refunded to County on a pro-rata basis.

Calculation of Software Availability

Total Planned Uptime = (60 minutes x 24 hours x # of days in a Reporting Period) – (Scheduled Downtime)

Actual Availability = (Total Planned Uptime – Unscheduled Downtime minutes – total minutes of unplanned outages in Reporting Period) / Total Planned Uptime) x 100

In any month in which Unscheduled Downtime is experienced, County may request, and Contractor will provide, a report with that month's uptime statistics.

- b. Scheduled downtime for maintenance of the System or installation or Updates, upgrades, enhancements, shall occur on the days and times approved by County ("Scheduled Downtime").

The Contractor may change the Scheduled Downtime window by notifying County at least five (5) business days prior to modifying the Scheduled Downtime, subject to approval by the County Project Manager. Any downtime outside of the above window of time without such prior notice and the County Project Manager's approval shall be considered "Unscheduled Downtime". Notwithstanding the foregoing, the Contractor may request downtime for the provision of an emergency correction to the System. Such downtime shall be deemed Scheduled Downtime, provided it has been previously approved by the County Project Manager.

9. ERROR SEVERITY AND RESOLUTION

Upon notification by County of an Error in connection with the System, Contractor will respond according to the prioritization set forth herein. County will report issues promptly and collaborate with Contractor to assign the Severity Level. For Critical and High Severity Levels, if Contractor cannot resolve an Error or provide a workaround within the prescribed resolution time, Contractor shall, upon request, provide an estimated period for a resolution or workaround. Contractor shall use best efforts to resolve or provide a workaround for Critical Severity Level Errors impacting County's operations. The following table outlines Service Level Targets that Contractor achieves from the time Contractor receives County's initial request for support to the time Contractor provides a resolution. Any Unscheduled Downtime resulting from an Error will be calculated towards the System's Availability Service Level.

ERROR PRIORITY	DEFINITION	RESPONSE TIME OBJECTIVE	STATUS UPDATES	RESOLUTION TARGET OBJECTIVE	RESPONSE TIME COVERAGE
Critical	Critical Business Impact / Service Down: • A Production issue impacting all users • Business critical functionality is inoperable, or system has failed • This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations • The condition requires an immediate solution • Complete platform unavailable	15 minutes	Hourly	< 4 hours	24x7
High	Significant Business Impact: • Major functionality is impacted, or significant performance degradation is experienced • Issue is persistent and impacts many users and/or major workflow functionality • No reasonable alternative is available	1 hour	Daily	5 days (workaround available within 3 days)	24x7

Medium	Minor Business Impact: • The service or functionality is usable • The issue does not represent a critical impact on day to day business workflow/operations • Non-critical functional impact	4 hours	Weekly	15 days	24x7
Low	Minimal Business Impact: • A problem that does not impact operations in a significant way • General inquiries • Informational requests on platform capabilities, navigation or general usability	1 business day	Weekly	30 days	24x7

10. TECHNICAL SUPPORT

Contractor will provide County and Authorized Administrators with Support Services, from 7:00 am to 7:00 pm Pacific Standard Time, during business hours, Monday through Friday (nationally recognized holidays excepted).

11. CUSTOMER SUPPORT

Contractor will provide County with customer support, including telephone consultation, to assist County and its users in the utilization and problem resolution of the Software and related services. Such consultation shall be available 24/7. County and Contractor agree to work together to resolve issues related to meeting response times. Details of Contractor's Customer Support are identified below.

CUSTOMER SUPPORT CONTACT DETAILS	
Hours of Operation	24x7
Customer Support Contact	Phone: (626) 350-0537 Email: lacsupport@fulgentgenetics.com
Emergency Support	Phone: (866) 354-8522 Email: lacsupport@fulgentgenetics.com
Escalation Contacts	Name: Phi Hung Phone: (626) 688-6151 Email: phung@fulgentgenetics.com Name: James Xie Phone: (626) 695-2199 Email: jamesxie@fulgentgenetics.com

12. DISABLING DEVICE

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Data or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any User or which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "Disabling Device(s)"), which could block access to or prevent the use of the System or any component by County or Users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

13. NON-INFRINGEMENT

To the best of Contractor's knowledge, the System, Services and Test Kits do not contain defamatory or indecent matter, and County's permitted use of the System, Services, including Implementation Services, Support Services, and Deliverables do not infringe the intellectual property rights of any third party.

14. DATA DESTRUCTION

Contractor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Contractor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

EXHIBIT H

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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

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

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, the definitions herein contained are to be used in the Master Agreement.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (County Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to County.
- d. **County Workforce Member:** employees, volunteers and other persons whose conduct, in the performance of work for the County of Los Angeles, is under the direct control of County, whether or not they are paid by County. This includes, but is not limited to, full and part time elected or appointed officials, employees, affiliates, contractors, subcontractors, associates, students, volunteers and staff from third party entities who provide service to County.
- e. **Data:** a subset of Information comprised of qualitative or quantitative values.
- f. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards and procedures. Information Security Policies, standards and procedures will be communicated to all Contractor employees in a relevant, accessible and

understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations and addresses new and emerging Threats and Risks.

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

Contractor's Information Security Program shall:

- b. Protect the Confidentiality, Integrity and Availability of County Information in Contractor's possession or control;
- c. Protect against any anticipated Threats or hazards to the Confidentiality, Integrity and Availability of County Information;
- d. Protect against unauthorized or unlawful access, use, disclosure, alteration or destruction of County Information;
- e. Protect against accidental loss or destruction of, or damage to, County Information; and
- f. Safeguard County Information in compliance with any applicable laws and regulations which apply to Contractor.
- g. **Privacy Program.** Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. Contractor's Privacy Program shall include the development of and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures and appropriate training will be provided to all Contractor employees, agents and volunteers. Contractor's Privacy Policies, guidelines and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.
- h. Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. Contractor will implement, maintain and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.
- i. Contractor's Privacy Program shall include:
- j. A Privacy Program framework that identifies and ensures that Contractor complies with all applicable laws and regulations;
- k. External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- l. Protections against unauthorized or unlawful access, use, disclosure, alteration or destruction of County Information;
- m. A training program that covers Privacy Policies, protocols and awareness;

- n. A response plan to address privacy Incidents and privacy breaches; and
- o. Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** Contractor agrees that all County Information is Confidential and proprietary to County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of County Information.** Contractor may disclose County Information only as necessary to carry out its obligations under the Master Agreement, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor shall notify the County's contract administrator immediately and prior to any such disclosure to provide County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Master Agreement, Contractor may encounter County Non-public Information (“NPI”) in the course of performing the Master Agreement, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board of Supervisors Policy 6.104 (Information Classification Policy) as NPI. Contractor shall not disclose or publish any County NPI and material received or used in performance of the Master Agreement. This obligation is perpetual.

d. **Individual Requests.** Contractor shall acknowledge any request or instructions from County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from County within seven (7) calendar days. If an individual makes a request directly to Contractor involving County Information, Contractor shall notify County within five (5) calendar days, and County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if Contractor receives a privacy or security complaint from an individual regarding County Information, Contractor shall notify County as described in Section 13 (Security and Privacy Incidents), and County will coordinate an appropriate response.

e. **Retention of County Information.** Contractor shall not retain any County Information for any period longer than necessary for Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

Contractor shall perform background and security investigations and screenings for all employees and subcontractors providing Services pursuant to the Master Agreement in the manner prescribed in this section, unless the Master Agreement prescribes procedures for conducting background and security investigations and screenings, which are at least as stringent as the procedures described in this section.

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

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

County acknowledges that in the course of performing its services, Contractor may desire or require the use of goods, services and/or assistance of subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all subcontractors and third parties providing Services on behalf of Contractor under the Agreement. Contractor or third party shall be subject to the following terms and conditions: (i) each subcontractor and third party must have agreed in writing to comply with terms and conditions at least as onerous as those specified in the Master Agreement, including this Exhibit; and (ii) Contractor shall be and remain fully liable for the acts and omissions of each subcontractor and third party and fully responsible for the due and proper performance of all Contractor obligations under this Master Agreement.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

- a. **Encryption:** All County Information shall be rendered unusable, unreadable or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by County's Chief Information Security Officer.
- b. Contractor will encrypt County Information transmitted on networks outside of Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

c. **Storage:** In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by County's Chief Information Security Officer.

d. **Location:** Contractor warrants and represents (i) that it shall store and process County Information only in the continental United States and (ii) that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Master Agreement for any reason, Contractor shall (i) promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Master Agreement; and (iii) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be returned to County, Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to County. For documents or materials referred to in Subsections (i) and (ii) of this Section that County requests be destroyed, Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with Section 10.b (Method of Destruction) below. Upon termination or expiration of the Master Agreement or at any time upon County's request, Contractor shall return all hardware, if any, provided by County to Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by County.

b. In the event County elects return of the data in non-native format, Contractor may charge County with a reasonable cost of converting the data to County desired non-native format. County and Contractor shall agree in writing on the cost of such conversion before Contractor shall be able to perform the conversion and charge County for its cost.

c. **Method of Destruction.** Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and County Information involved, the date of destruction and the company or individual who performed the destruction. Such statement will be sent to the designated County

contract manager within ten (10) days of termination or expiration of the Master Agreement or at any time upon County's request. On termination or expiration of the Master Agreement, County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to County hereunder or provided to County by Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section **Error! Reference source not found.** (Security and Privacy Incidents); and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 (Storage and Transmission of County Information)), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 (Storage and Transmission of County Information).

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 (Storage and Transmission of County Information), County Information (i) may only be made available and accessible to those parties explicitly authorized under the Master Agreement or otherwise expressly approved by County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 (Storage and Transmission of County Information)) must be sent via a bonded courier and protected using encryption technology designated by Contractor and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor at off-site facilities.

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 13 (Security and Privacy Incidents); and
- f. In the event any hardware, storage media or removable media (as described in Section 9 (Storage and Transmission of County Information)) must be disposed of or sent off-site for servicing, Contractor shall ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 (Storage and Transmission of County Information).

14. SECURITY AND PRIVACY INCIDENTS

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

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

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson

Chief Information Security Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 253-5600

Chief Privacy Officer:

Lillian Russell

Chief Privacy Officer

320 W Temple, 7th Floor

Los Angeles, CA 90012

(213) 351-5363

- c. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident,
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified, and
 - v. The name and contact information for the organization's official representative(s), with relevant business and technical information relating to the incident.
- d. Cooperate with County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon County's written request, without charge, unless the Incident was caused by the acts or omissions of County. As Information about the Incident is collected or otherwise becomes available to Contractor, and unless prohibited by law, Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by County to allow County to notify affected individuals, government agencies and/or credit bureaus.
- e. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- f. Assist and cooperate with forensic investigators, County, law firms and and/or law enforcement agencies at the direction of County to help determine the nature, extent and source of any Incident and reasonably assist and cooperate with County on any additional disclosures that County is required to make as a result of the Incident.
- g. Allow County or its third-party designee, at County's election, to perform audits and tests of Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation or technical inspection of systems as they relate to the receipt, maintenance, use, retention and authorized destruction of County Information.

Notwithstanding any other provisions in the Master Agreement and this Exhibit, Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by Contractor's weaknesses, negligence, errors or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

c. **County Requested Audits.** County shall have the right, with the help of an independent third-party auditor, to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information at least once a year. Upon County's request, Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. If the audit reveals material non-compliance with this Exhibit, County may exercise its termination rights under the Master Agreement.

Contractor warrants that it is and shall remain throughout the term of the Master Agreement SOC 2 certified. As such, Contractor may fulfill the audit obligations under this section by providing to County information, data and documentation reasonably requested by County in lieu of a physical audit. County's request for the audit will specify the scope and areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. Contractor agrees to comply within reasonable timeframes with all recommendations that result from such inspections, tests, and audits.

When not prohibited by regulation, Contractor will provide to County a summary of: (i) the results of any security audits, security reviews or other relevant audits, conducted by Contractor or a third party; and (ii) corrective actions or modifications, if any, Contractor will implement in response to such audits. County acknowledges that Contractor is unable to provide physical access to Contractor's third-party data processor AWS.

d. **Audit Certification:** Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality and privacy. Contractor shall have a process for correcting control deficiencies

that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and Contractor's plan for addressing or resolving the audit findings shall be shared with DHS within ten (10) business days of Contractor's receipt of the audit results. Contractor agrees to provide County with the current audit certifications upon request.

17. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Master Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Master Agreement or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

EXHIBIT I
ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed by Contractor and returned to County with the MASTER Agreement.)

Contractor's Name _____ Fulgent Therapeutics LLC _____

Master Agreement No. _____ MA-IS-2240030-1 _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: 

DATE: 8 / 20 / 2021

PRINTED NAME: Jian Xie

POSITION: COO

EXHIBIT J

ADDITIONAL REQUIRED INSURANCE

In addition to the insurance requirements set forth in the Master Agreement for General Liability, Automobile Liability, and Workers Compensation and Employer's Liability, Contractor shall also have the following additional types and limits of insurance:

1. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$10 Million** as of the start of the term for the Master Agreement, and thereafter increase it to **\$20 Million** within thirty (30) days thereafter. These limits shall be 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.

2. PROPERTY COVERAGE

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

EXHIBIT K
ARP FUNDING REQUIREMENTS
AMERICAN RESCUE PLAN FUNDING
REGULATIONS AND REQUIREMENTS

CONTRACTOR: FULGENT THERAPEUTICS LLC

SUBRECIPIENT: SAME
[if different from Contractor]

MASTER AGREEMENT: MA-IS-2240030-1

The terms of this Exhibit shall apply to Contractor, and all its subcontractors, agents, service providers, subrecipients (as defined in 2 CFR § 200.93) of any tier, and any other entities or persons (excluding beneficiaries), together with their employees providing work or services under the master agreement and purchase order, ("Master Agreement") (each is a "Subrecipient" and shall include Contractor unless otherwise noted herein), receiving or being reimbursed under the Master Agreement with County's allocation of the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund ("ARP Funds" or "SLFRF"), established by the American Rescue Plan ("ARP") Act of 2021 ("ARP Act"). Contractor shall include this Exhibit in all subcontracts and other agreements executed for performance of this Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit shall prevail unless stated otherwise. Definitions for undefined terms herein can be found in the base Master Agreement, or in 2 CFR § 200.1 (Definitions) if not found in the base Master Agreement.

1. Compliance with Federal Laws and Regulations

Subrecipient shall comply with the United States Department of the Treasury ("Treasury") SLFRF Award Terms and Conditions, all applicable federal regulations, all current Treasury Frequently Asked Questions, and all requirements listed under the federal SAM website at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>.

2. Uniform Administrative Requirements and Cost Principles for ARP Funds

Subrecipient shall separately comply with and assist County in complying with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (2 CFR §§ 200.0 – 200.419), other than such provisions as Treasury may determine are inapplicable to ARP Funds and subject to such exceptions as may be otherwise provided by Treasury.

As of the Effective Date of this Master Agreement, the following 2 CFR Policy requirements are excluded by Treasury according to the federal SAM website: For 2 CFR Part 200, Subpart C, the following provisions do not apply: 2 CFR § 200.204 (Notices of Funding Opportunities); 2 CFR § 200.205 (Federal awarding agency review of merit of proposal); 2 CFR § 200.210 (Pre-award Costs); and 2 CFR § 200.213 (Reporting a Determination that a Non-Federal Entity is Not Qualified for a Federal Award). For 2 CFR Part 200, Subpart D, the following

provisions do not apply: 2 CFR § 200.308 (Revision of Budget or Program Plan); 2 CFR § 200.309 (Modifications to Period of Performance); and CFR § 200.305 (b)(8) and (9) (Federal Payment).

3. Disclosure of Violations of Federal Criminal Law

Subrecipient shall disclose to the County in a timely manner, all violations of federal criminal law involving fraud, bribery, or gratuity. (2 CFR § 200.213)

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Subrecipient shall comply with 2 CFR § 200.216.

5. Financial Management

Subrecipient shall comply with the requirements of 2 CFR § 200.302.

6. Internal Controls

Subrecipient shall comply with the requirements of 2 CFR § 200.303 regarding ARP Funds.

7. Real Property, Federally Owned and Exempt Property, Equipment and Supplies

Subrecipient shall comply with 2 CFR §§ 200.311 – 200.314 and definitions in 2 CFR Part 200, including at 2 CFR § 200.1, if applicable.

8. Intangible Property

Subrecipient shall comply with 2 CFR § 200.315 and definitions in 2 CFR Part 200, including at 2 CFR § 200.1, if applicable.

9. Procurement Standards

Subrecipient shall comply with 2 CFR §§ 200.318 – 200.327 to procure service providers to distribute or disperse ARP Funds and/or provide services.

10. Domestic Preferences for Procurements

Subrecipient shall comply with 2 CFR § 200.322 for work, services or products under this Master Agreement.

11. Performance, Monitoring and Reporting

Subrecipient shall provide the needed information, documents, data, and reports to County for County's compliance with requirements of 2 CFR §§ 200.328 – 200.333.

12. Cost Principles

Expenditures made by Subrecipient in the operation of this Master Agreement shall be in strict compliance and conformity with the ARP Act, Treasury's guidance, instructions from Treasury, all applicable federal regulations including but not limited to 2 CFR 200 subpart E (Cost Principles) under 2 CFR §§ 200.400 – 200.476 and only as included in this Master Agreement.

13. Audit Requirements for ARP Funds

Subrecipient shall keep and maintain all records and documents associated with the Master

Agreement in order to provide such records and documents to County so it may meet the requirements of the ARP Act to meet auditing standards of Title 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) (2 CFR § 200), also known as the "Super Circular" or "Uniform Guidance", Subpart F (Audit Requirements) (2 CFR. §§ 200.500 – 200.521).

14. Certification Regarding Debarment, Suspension, Ineligibility and Exclusion- Lower Tier Covered Transactions

Contractor certifies that neither it nor any of its owners, officers, partners, directors, principals, or other Subrecipients is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor and all Subrecipients shall include a contractual provision to this effect and of this substance in all of its subcontract agreements. Contractor and all Subrecipients shall immediately notify County in writing, during the term of this Master Agreement, should it or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure 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. County may also pursue additional, available remedies, including suspension and debarment.

15. Records Maintenance

Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the ARP Act, Treasury's regulations, and guidance issued by Treasury. Subrecipient shall maintain, and permit on-site inspections and access of such property, personnel, financial and other records and accounts as are considered necessary by the County to ensure proper accounting of the ARP Funds allocated by the County to Subrecipient during the term of this Master Agreement and for a period of five (5) years after final payment is made using ARP Funds in compliance with Treasury guidelines and instructions on records retention, and any other applicable laws or regulations. Subrecipient shall ensure its employees furnish such information, which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County directives, or with the effectiveness, legality, and achievements of the ARP Act. Contractor shall also comply and shall ensure that other Subrecipients comply with the records retention and access requirements contained in 2 CFR §§ 200.334 – 200.338, so that County is able to meet these requirements. To the extent two applicable retention periods apply or overlap, Subrecipient shall maintain records in accordance with the longer period.

16. Records Retention, Inspection & Access

In accordance with state or federal law and pursuant to this Master Agreement, at any time during normal business hours and as often as either the County, its designees, or the federal or state government may deem necessary, Subrecipient shall make available for examination all of its records with respect to all matters covered by this Master Agreement. The County, or its designees, or the federal or state government each has the authority to audit, investigate examine and make excerpts or transcripts from records, including all invoices, materials,

payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Master Agreement. Subrecipient agrees to provide any reports requested by the County regarding performance of this Master Agreement. With respect to inspection of Subrecipient's records, the County may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the ARP Funds.

Subrecipient shall be required to return ARP Funds to the County if the County determines, in its sole discretion, any or all of the following occurs: (1) the Subrecipient is unable to expend the ARP Funds within the applicable time deadlines provided herein; or, (2) the Subrecipient has expended Program Funds not in accordance with the Agreement, the ARP Act, current and subsequent Treasury guidelines and instructions, and any other applicable laws and regulations.

17. Equal Employment Opportunity

During the performance of this Master Agreement, the Contractor agrees on behalf of itself and other Subrecipients as follows:

- A. To not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. Not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which it

has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. Comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of any Subrecipient's non-compliance with the nondiscrimination clauses of this Master Agreement or with any of such rules, regulations, or orders, this Master Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Subrecipient will include the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

18. Davis-Bacon Act

When applicable, Subrecipient shall comply with the Davis-Bacon Act, as amended (40 USC. §§ 3141–3148) and as supplemented by Department of Labor regulations (29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). Subrecipient shall immediately notify the County and the Treasury entity for all suspected or reported violations.

19. Master Agreement Work Hours and Safety Standards Act

Subrecipient shall comply with 40 USC. §§ 3701-3708, as supplemented by Department of Labor regulations (29 CFR Part 5) with contracts in excess of \$100,000 that involve the employment of mechanics or laborers, if applicable.

20. Rights to Inventions Made Under a Master Agreement

Subrecipient shall comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency, if applicable.

21. Clean Air Act and the Federal Water Pollution Control Act

Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 US. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ c1251–1387), if applicable. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Solid Waste Disposal Act

Subrecipient shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

23. Conflicts of Interest

Subrecipient shall comply with 2 CFR § 200.318(c) and also disclose to the County in writing any potential conflict of interest affecting the ARP Funds so that County can report to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

24. Drug-Free Workplace

Subrecipient shall comply 41 U.S.C. § 701 et seq., as amended.

25. Restrictions on Lobbying

Subrecipient shall comply with 31 USC § 1352.

- A. Subrecipient shall not use or pay any funds received under this Master Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. Subrecipient agrees and certifies to the provisions of Attachment 1 (Certification Regarding Lobbying), attached hereto and incorporated herein.
- C. Subrecipient agrees to include paragraphs (a) and (b) above in each third party subcontract financed in whole or in part with federal award funds. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

26. Hatch Act

Subrecipient shall comply with 5 USC §§ 1501 – 1508 and 7324 – 7328.

27. False Statements

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

28. Publications.

Subrecipient acknowledges that any publications produced with ARP Funds must display the following language:

This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

29. Debts Owed the Federal Government

- A. Any funds paid to Subrecipient: (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by Treasury Office of Inspector General to have been misused; or, (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
- B. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in Paragraph 30.A above. Treasury will take any actions available to it to collect such a debt.

30. Disclaimer

Subrecipients agrees that:

- A. The United States expressly disclaims any and all responsibility or liability to Subrecipient, its subcontractors, or third persons for the actions of Subrecipient, subcontractors, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- B. The acceptance of this award by Subrecipient, subcontractors, third persons or any other Subrecipients does not in any way establish an agency relationship between the United States and Subrecipient, subcontractors, third persons or such other Subrecipients.

31. Protections for Whistleblowers

- A. In accordance with 41 USC § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of

persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- B. The list of persons and entities referenced in the paragraph above includes the following:
1. A member of Congress or a representative of a committee of Congress;
 2. An Inspector General;
 3. The Government Accountability Office;
 4. Treasury employee responsible for contract or grant oversight or management;
 5. An authorized official of the Department of Justice or other law enforcement agency;
 6. A court or grand jury; or
 7. A management official or other employee of Contractor who has the responsibility to investigate, discover, or address misconduct.
- C. Contractor agrees to inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

32. Increasing Seat Belt Use in the United States

Subrecipient shall comply with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997).

33. Reducing Text Messaging While Driving

Subrecipient shall comply with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009).

34. Assurances of Compliance with Civil Rights Requirements

Subrecipient shall:

1. Comply with Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.), as implemented by Treasury, Title VI regulations at 31 CFR Part 22, and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Take reasonable steps to comply with Treasury's directives related to implementing Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (LEP).
3. Consider the need for language services for LEP persons when it develops applicable budgets and conducts programs, services, and activities. (See Treasury guidance at 70 FR 6067; <http://www.lep.gov>.)
4. Incorporate the following language in every subcontract subject to Title VI and its regulations between itself and any other Subrecipient:

All Subrecipients shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by

the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

35. Universal Identifier and System for Award Management (SAM)

To the extent applicable, Subrecipient shall comply with the Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

36. Reporting Subaward and Executive Compensation Information

To the extent applicable, Subrecipient shall comply with the Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.

EXHIBIT K.2
ATTACHMENT 1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loan and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Subrecipient's Authorized Official

Jian Xie, COO

Name and Title of Subrecipient's Authorized Official

8/20/2021

Date

EXHIBIT L

ARP REPORTING REQUIREMENTS

CONTRACTOR: FULGENT THERAPEUTICS LLC

MASTER AGREEMENT: MA-IS-2240030-1

1. AMERICAN RESCUE PLAN ACT

The County of Los Angeles (“County”, “Recipient” or “recipient”) has entered into the above referenced Master Agreement with Contractor that is reimbursable, in whole or in part, with County’s allocation of the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (together, “ARP Funds” or “SLFRF”), established by the American Rescue Plan (“ARP”) Act of 2021 (“ARP Act”) for eligible expenditures incurred in response to the Coronavirus Disease 2019 (“COVID-19”) public health emergency (“Emergency”) and its economic impacts.

2. ARP REPORTING REQUIREMENTS

As an eligible Recipient of SLFRF, County is subject to certain reporting requirements regarding utilization of SLFRF (“ARP Reporting Requirements”) intended to ensure equitable, transparent and responsible recovery for Americans, including those specified in Section 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (the “SLFRF Statute”); the SLFRF Award Terms and Conditions (“ARP Award Terms”) attached to and/or incorporated into the Master Agreement; the Interim Final Rule; the Compliance and Reporting Guidance for the SLFRF program (“SLFRF Guidance”) at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities> ; and any other applicable regulatory and/or statutory requirements.

This Exhibit L summarizes the ARP Reporting Requirements for such use of the ARP Funds under the Master Agreement and the required ARP reports (“ARP Report(s)”) to be submitted by County to the United States Department of the Treasury (“Treasury”) for meeting the ARP Reporting Requirements. The ARP Reporting Requirements outlined herein are in addition to any other Federal, State and County ordinances, rules, laws and regulations applicable to compliance with and reporting of expenditure of the ARP Funds, as such may be amended. In the event of any conflict or inconsistency between the ARP Reporting Requirements outlined in this Exhibit L and the Master Agreement, the ARP Reporting Requirements shall prevail with respect to such conflict or inconsistency.

3. ARP REPORTS

3.1 CONTRACTOR’S SLFRF REPORTING

Contractor shall compile and report to County, on behalf of itself, its subcontractors, agents, service providers and any other entities or persons receiving or being reimbursed by the ARP Funds under the Master Agreement (each a “Subrecipient” or “subrecipient”), any and all data, records, information and other documentation regarding utilization of SLFRF under the Master Agreement (“SLFRF Reporting”) to enable County as a Recipient of SLFRF to meet the ARP Reporting Requirements, including those specified in this Exhibit L. Unless otherwise directed by County’s authorized personnel in writing, Contractor shall provide such SLFRF Reporting to

County for each ARP Report that County is required to submit to Treasury at least 60 calendar days (unless County provides otherwise) prior to County's due date for the submission of such ARP Report.

Contractor's SLFRF Reporting must include complete financial, performance and compliance reporting as required and outlined in Part 2 (Reporting Guidance) of the SLFRF Guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Contractor, therefore, should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data in accordance with appropriate accounting standards and principles.

3.2 CATEGORIES OF ARP REPORTS

Compliance with the ARP Reporting Requirements requires submission of three (3) categories of ARP Reports identified below. The due dates for the ARP Reports specified herein apply to County as the Recipient of the ARP Funds.

3.2.1 PROJECT AND EXPENDITURE REPORT

This is a periodic report intended to include projects funded, expenditures and contracts and subawards over \$50,000. This ARP Report is due by Recipient by October 31, 2021, and then 30 days after the end of each quarter thereafter.

3.2.2 RECOVERY PLAN PERFORMANCE REPORT

The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects undertaken by Contractor or any other Subrecipients under the Master Agreement with the ARP Funds and how Subrecipients plan to ensure that the ARP Act program outcomes are achieved in an effective, efficient and equitable manner. This ARP Report must include key performance indicators identified by Recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of Recipient as well as provided to Treasury. This ARP Report is due by Recipient by August 31, 2021, and annually thereafter by July 31.

4. INTERIM REPORT

Contractor's SLFRF Reporting shall include a one-time Interim Report consistent with the requirements of Section A (Interim Report) of Part 2 (Reporting Guidance) of the SLFRF Guidance. Interim Report shall include expenditures of the ARP Funds under the Master Agreement by Expenditure Category at the summary level from the date of the Master Agreement award to June 30, 2021. For purposes of reporting in the SLFRF portal, an "expenditure" is the amount that has been incurred as a liability (the service has been rendered or the good has been delivered). The Interim Report shall also include obligations and expenditures together with the specific Expenditure Category for each, selected from the available options set forth in Appendix 1 (Expenditure Categories) to the SLFRF Guidance. For purposes of reporting in the SLFRF portal, an obligation is an order placed for property and services, contracts and subawards made and similar transactions that require payment.

For purposes of the Interim Report, Contractor shall also be required to provide certain required programmatic data as specified in Section A.1 (Required Programmatic Data) of Part 2 (Reporting Guidance) of the SLFRF Guidance based on the scope of expenditures.

5. PROJECT AND EXPENDITURE REPORT

Contractor's SLFRF Reporting shall include quarterly and annual Project and Expenditure Reports consistent with the requirements of Section B (Project and Expenditure Report) of Part 2 (Reporting Guidance) of the SLFRF Guidance, as further described herein below.

5.1 QUARTERLY REPORTING

The initial quarterly Project and Expenditure Report will cover two (2) calendar quarters from the date of the Master Agreement award to September 30, 2021 and must be submitted by Recipient to Treasury by October 31, 2021. The subsequent quarterly reports will cover one (1) calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly reports are not due concurrently with applicable annual reports.

5.2 ANNUAL REPORTING

The initial Project and Expenditure Report will cover the period from the date of the Master Agreement award to September 30, 2021 and must be submitted by Recipient to Treasury by October 31, 2021. The subsequent annual reports will cover one (2) calendar year and must be submitted to Treasury by October 31.

5.3 REQUIRED INFORMATION

As further specified in Section B.3 (Required Information) of Part 2 (Reporting Guidance) of the SLFRF Guidance, Project and Expenditure Reports shall, at a minimum, include the following information:

- Projects
- Expenditures
- Project Status
- Project Demographic Distribution
- Subawards
- Civil Rights Compliance
- Required Programmatic Data – Other Than Infrastructure Projects
- Required Programmatic Data – Infrastructure Projects

6. RECOVERY PLAN PERFORMANCE REPORT

Contractor's SLFRF Reporting shall include Recovery Plan Performance Report or Recovery Plan (as defined above) consistent with the requirements of Section C (Recovery Plan Performance Report) of Part 2 (Reporting Guidance) of the SLFRF Guidance, as further described herein below. The Recovery Plan will provide the public and Treasury information on the projects Recipient is undertaking with ARP Funds and how it is planning to ensure that the ARP Act outcomes are achieved in an effective, efficient and equitable manner. The Recovery Plan will include key performance indicators identified by Recipient in the Master Agreement or otherwise and some mandatory indicators identified by Treasury.

The initial Recovery Plan will cover the period from the date of the Master Agreement award to July 31, 2021 and must be submitted by Recipient to Treasury by August 31, 2021. Thereafter, the Recovery Plan will cover a 12-month period and must be submitted to Treasury within 30 days after the end of the 12-month period (by July 31).

As further specified in Section C (Recovery Plan Performance Report) of Part 2 (Reporting Guidance) of the SLFRF Guidance, the Recovery Plan shall, at a minimum, include the following information:

1. Executive Summary
2. Uses of Funds
3. Promoting Equitable Outcomes
4. Community Engagement
5. Labor Practices
6. Use of Evidence
7. Table of Expenses by Expenditure Category
8. Project Inventory
9. Performance Report
10. Required Performance Indicators and Programmatic Data

7. KEY DATES

Below are the key reporting dates related to the ARP Funds, as applied to the County:

- March 3, 2021 – The beginning of the ARP Funds’ “covered period”
- August 31, 2021 – Deadline to submit first interim report to Treasury
- August 31, 2021 – Deadline to submit first recovery plan performance report to Treasury
- October 31, 2021 – Deadline to submit first quarterly project and expenditure report
- December 31, 2024 – Deadline for County to obligate all ARP Funds for specific projects and programs
- December 31, 2026 – Deadline for County to spend all ARP funds and complete all associated projects