



DAVID SANDERS, Ph.D.
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

April 13, 2004

Board of Supervisors

GLORIA MOLINA
First District

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Second District

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MICHAEL D. ANTONOVICH
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE CASE STORAGE AND RETRIEVAL SERVICES CONTRACT WITH GRM INFORMATION MANAGEMENT SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services provided under the attached Proposition A Contract continue to be more economically performed by Contractor than by County employees (Attachment A).
2. Approve and instruct the Chair to sign the attached contract (Attachment B) with GRM Information Management Services (GRM) for provision of case storage and retrieval services effective May 1, 2004 through January 31, 2005, with two one year options to extend the contract through January 31, 2007. The cost of the nine-month contract for the period of May 1, 2004 through January 31, 2005 is \$208,791 in FY 2004-05. The cost of each additional one-year extension is \$278,388 for both FY 2005-06 and FY 2006-07. The maximum contract amount, if all options are exercised, is \$765,567. The cost of the agreement will be financed using 55% (\$421,062) federal revenue, 32% (\$244,981) State revenue, and 13% (\$99,524) net County Cost. Sufficient funding is included in the FY 2003-04 Adopted County Budget.

3. Delegate authority to the Director of DCFS, or his designee, to exercise the options to extend the term of the Contract upon CAO approval.
4. Delegate authority to the Director of DCFS or his designee to execute amendments to increase or decrease the maximum contract amount by no more than 10% of the original maximum contract amount if necessary to accommodate an increased or decreased service need provided: (a) sufficient funding is available; (b) County Counsel and CAO approval is obtained prior to executing the amendment; and (c) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will enable the department to continue providing case storage and retrieval services. The current contract expires on April 30, 2004, and a new contract is required to enable DCFS to continue to use centralized case storage and retrieval services to ensure that files are readily available to social workers, attorneys, the juvenile court and others who work with children under court supervision. Without the approval of the recommended action, case storage and retrieval services will not be available to DCFS after April 30, 2004.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan Goal 3, Organizational Effectiveness and Goal 5, Children and Families' Well-Being. Case file storage and retrieval services provided under this Amendment will continue to ensure that vital records and documents are available to DCFS, attorneys, and the juvenile court to make informed decisions in regard to the health and safety of the children we serve.

FISCAL IMPACT/FINANCING

The contract will be financed using 55% federal revenue, 32% State revenue and 13% net County cost. The cost of the contract for the first nine months of the contract is \$208,791 (\$114,835 federal, \$66,813 State, and \$27,143 County), and \$765,567 (\$421,062 federal, \$244,981 State, and \$99,524 County) over the two year nine month contract term. For each of the respective fiscal years, DCFS' budget will include the following funding for these services: FY 2003-04 (\$46,398); FY 2004-05 (\$278,388), FY 2005-06 (\$278,388), and FY 2006-07 (\$162,393).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current case storage and retrieval services contract with File Keepers, LLC was approved by your Board on January 9, 2001, and was to expire on January 28, 2004. On January 20, 2004, your Board approved a three-month extension (January 29, 2004, through April 30, 2004) to avoid an interruption in services pending completion of a competitive solicitation process.

DCFS is requesting approval of the nine-month Contract with two, one-year options to extend with GRM for case storage and retrieval services beginning May 1, 2004, through January 31, 2007.

The Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Contract incorporates language currently required in all County contracts including notification of the Safely Surrendered Baby Law.

This Board Letter and Contract have been reviewed and approved by County Counsel and CAO.

CONTRACTING PROCESS

DCFS released a Request for Proposals (RFP) on December 2, 2003, to select a contractor to provide case storage and retrieval services. The solicitation process included advertisements in various newspapers, the County of Los Angeles website as well as notifying those entities on the Department's bidders list.

Of the ten potential Proposers that requested and received copies of the RFP, three submitted proposals by the due date of January 6, 2004. The proposals were evaluated and GRM was the highest scoring Proposer.

Despite its submission of the lowest cost proposal, Iron Mountain Records Management (IMRM) did not receive the highest score. As required under section 5.2.4 of the RFP, IMRM lost scoring points for taking exception to material language in the Sample Contract's terms and conditions. This resulted in IMRM receiving the second highest score.

Two protests were received and reviewed by a panel which consisted of one DCFS employee and one employee from the Department of Public Social Services. GRM continued to hold the highest score after the protest process and is therefore, being recommended to provide case storage and retrieval services.

DCFS has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program and continues to pay a living wage to its full-time employees who provide the County services.

Under this contract and option to extend the contract, the Contractor will not receive any cost-of-living adjustments (COLA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow for the continuation of case storage and retrieval services for DCFS effective May 1, 2004 through January 31, 2007.

CONCLUSION

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

1. Department of Children and Family Services
Attention: Walter Chan, Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel, Children's Services
Attention: Kathy Bramwell, Senior County Counsel
201 Centre Plaza Drive
Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph.D.
DIRECTOR

DS:WC
RML:lm

Attachments (2)

CASE STORAGE PROPOSITION A ANALYSIS
For the Period of 5/2004-4/2007

Attachment A

	Item Number	Monthly Salary	Number of Pos.	Year 1
DIRECT COST:				
Salaries & EBs				
Supervising Clerk	1174	2,801.36	1	33,616
Intermediate Typist-Clerk	2214	2,548.09	3	91,731
Total Gross Salaries			<u>4</u>	125,348
Less Salary Savings @ 5%				<u>(6,267)</u>
Adjusted Salaries				119,080
Add Employee Benefits @ 30%				<u>35,724</u>
Total Salaries & EBs				154,804
Services & Supplies				
<i>One Time Only Needs</i>				
Inventory Tracking, Control and Transfer (75,000 boxes)-(1)				13,636
Personal Computer (4 @ \$2,774 each; includes Monitor and Printer)-(1)				4,035
Fax Machines (1 @ \$1,500 each)-(1)				545
Shelving and Tenant Improvements (\$4 per square ft.)-(1)				18,807
Office Furniture (4 Desks, 12 Chairs)-(1)				2,570
Warehouse Equipment (4 Dolly/Carts, 20 Bins/Crates, 4 Back Supports Harness/Belts)-(1)				<u>1,447</u>
Sub-Total One Time Needs				39,594
<i>Ongoing Needs</i>				
Telephone (\$70/FTE per month)				3,360
Computer Support - Excess User ID (\$85/FTE per month)				4,080
General Office Supplies (\$75/FTE per month)				3,600
Office and Warehouse Utilities (total sq. ft. x \$0.035)				5,431
Warehouse Supplies (Boxes, Dusk Mask and Latex Gloves)				2,568
Fire and Security Equipment and Monitoring (24x7 by Securitas @ \$250 per month)-(2)				3,000
Office Space (200 sq. ft. @1.35/sq. ft./FTE per month)				12,960
Warehouse Space (12,930 sq. ft. @ \$0.62/sq. ft. per month)				<u>96,199</u>
Sub-Total Ongoing Needs				120,158
Total Services & Supplies				159,752
Total Direct Cost				314,556
Total Estimated Actual Avoidable Costs				314,556
Annual Contract Amount (12 month average)-(3)				283,843
Annual Contract Savings/(Deficit)				<u>30,714</u>

- (1) The total cost was allocated over 33 months.
- (2) Projected Annual Contract Cost for Fire/Security Services by Securitas (formerly Burns Pinkerton Security)
- (3) Per Contracts, Annual Contract Sum is \$278,388, but a \$15,000 one-time inventory setup fee will also be charged and allocated over 33 months. First Contract Year is 9 months, Second and Third Option Years are 12 months.
Total: 33 months.

	Total	Subvention Fed/St (87%)	County (13%)
12 Months Avoidable Cost	314,556	273,664	40,893
12 Months Anticipated Agreement Cost (3)	283,843	246,943	36,900
12 Months Contract Savings/(Deficit)	<u>30,714</u>	<u>26,721</u>	<u>3,993</u>
33 Months Avoidable Cost	865,030	752,574	112,456
33 Months Anticipated Agreement Cost (3)	780,567	679,093	101,474
33 Months Contract Savings/(Deficit)	<u>84,463</u>	<u>73,480</u>	<u>10,981</u>



CASE STORAGE AND RETRIEVAL SERVICES

CONTRACT

BETWEEN

THE COUNTY OF LOS ANGELES

AND

GRM INFORMATION MANAGEMENT SERVICES

May 2004

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CONTRACT

FOR

CASE STORAGE AND RETRIEVAL SERVICES FOR THE COUNTY OF LOS ANGELES – DEPARTMENT OF CHILDREN AND FAMILY SERVICES (hereinafter referred to as “Contract”).

This Contract is made and entered into this ____ day of _____ 2004, by and between

County of Los Angeles
hereinafter referred to as
“COUNTY”

and

GRM INFORMATION MANAGEMENT
SERVICES

hereinafter referred to as
“CONTRACTOR”.

WITNESSETH

WHEREAS, pursuant to Los Angeles County Code Sections 2.121.250 et seq., COUNTY is permitted to contract with private business when, COUNTY determines that the services can be performed more economically by a CONTRACTOR than by COUNTY employees, and

WHEREAS, CONTRACTOR has submitted an offer to COUNTY for provision of such services and based on competitive sealed bidding under Los Angeles County Code section 2.121.320, CONTRACTOR has been selected for recommendation for award of this Contract, and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide case storage and retrieval services; and

WHEREAS, this Contract is in accordance with the requirements of Proposition A, passed by COUNTY voters in 1978, which permits the COUNTY to contract with independent Contractors where it is more cost effective or feasible to do so. Award of any resulting Contract will be made by the Los Angeles County Board of Supervisors pursuant to Los Angeles County Code Chapter 2.121 et seq.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.
- 1.2 Exhibits A, A1, A2, B, B1, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U and V set forth below are attached to and incorporated by reference in this Contract.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

Exhibit A	-Statement of Work
Exhibit A1	-Performance Requirements Summary
Exhibit A2	-Contract Discrepancy Report
Exhibit B	-Pricing Schedule
Exhibit B1	-Line Item Budget
Exhibit C	-Certification of Independent Price Determination
Exhibit D	-Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit E	-Los Angeles County Community Business Enterprise Form (CBE)
Exhibit F	-Employee Acknowledgment and Confidentiality Agreement
Exhibit G	-Non-Employee Acknowledgment and Confidentiality Agreement
Exhibit H	-Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I	-Child Support Compliance Program Certification
Exhibit J	-Internal Revenue Service Notice 1015
Exhibit K	-County of Los Angeles Policy on Doing Business with Small Business
Exhibit L	-Copy of Los Angeles County Code for Jury Service
Exhibit M	-County of Los Angeles Contractor Employee Jury Service Program – Application for Exception and Certification Form
Exhibit N	-Safely Surrendered Baby Law Fact Sheet

- Exhibit O - Living Wage Program and Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance
- Exhibit P - Labor/Payroll/Debarment History
- Exhibit Q - Contractor Living Wage Declaration
- Exhibit R - Living Wage Program Application for Exemption
- Exhibit S - Model Contractor Staffing Plan
- Exhibit T - Employee Health Care Plan
- Exhibit U - Guideline for Assessment of Proposer Labor Law/Payroll Violations
- Exhibit V - Notice to Employees – County of Los Angeles Living Wage Ordinance

1.4 CONTRACTOR and COUNTY agree that the following terms, as used in this Contract, shall have the following meanings:

- A. “day” or “day(s)” whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or work day, unless otherwise specifically stated;
- B. “DCFS” means COUNTY’s Department of Children and Family Services;
- C. “COUNTY’s Director” means COUNTY’s Director of Children and Family Services or his or her authorized designee;
- D. “Fiscal Year(s)” means COUNTY’s Fiscal Year which commences July 1 and ends the following June 30;
- E. “County Program Manager” means the COUNTY representative responsible for daily management of contract operation and overseeing monitoring activities;
- F. “Project” means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work;
- G. “Subcontract” means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 CONTRACTOR’S WORK

- 2.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide COUNTY with case storage and retrieval services as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

- 3.1 The term of this Contract shall commence on May 1, 2004 or date of approval by COUNTY's Board of Supervisors, hereinafter referred to as the "Board", whichever is later, and shall continue through January 31, 2005, unless terminated earlier as provided herein. The COUNTY shall have the option to extend the term of the Contract for two additional one-year options from February 1, 2005 through January 31, 2006 and February 1, 2006 through January 31, 2007.
- 3.2 The term of this Contract may be extended beyond the stated expiration date, for up to two (2) additional 12-month periods, by the Director, or his designee, by written notice to CONTRACTOR as stated in section 11.1, 30 days prior to the expiration of the then contract term. During such extended periods, CONTRACTOR shall continue to provide Services in the form and at the levels as described herein.
- 3.3 Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DCFS at the address herein provided in Section 11.0, Notices.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B, Pricing Schedule.
- 4.2 The total amount payable under this Contract shall not exceed \$765,567, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable during the nine-month period from May 1, 2004 through January 31, 2005 of this Contract is \$208,791. The maximum amount payable during each additional contract year for the term of this Contract shall not exceed \$278,388, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B1, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section

12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

5.0 PAYMENTS AND INVOICES

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Pricing Schedule.
- 5.3 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with Office of Management and Budget (OMB) Circular A-122 to the extent applicable, and the line item budget categories of Exhibit B1, Line Item Budget.
- 5.4 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Office ("Finance Division") and one copy to the County Program Manager ("CPM") for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Attention: Head, Contract Accounting Section
425 Shatto Place, Room 204
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Virpi Sidler, County Program Manager
County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 306
Los Angeles, California 90020

- 5.5 Upon receipt of CONTRACTOR's monthly invoice, Finance staff shall forward the invoice to the CPM, or designee, for review and approval. The CPM, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.
- 5.6 Upon approval of the monthly invoice, the CPM, or designee, shall forward the invoice to Finance Division for payment.

- 5.7 The final invoice for each of the annual contract periods shall be submitted by Contractor to the Finance Division, Attention: Head, Contract Accounting Section, within 60-days after the termination of the annual contract period. In the event that this cannot be complied with, an explanation indicating the reason, estimated reimbursement amount and expected date of submission of the final invoice shall be communicated in writing by Contractor to the Head, Contract Accounting Section with a copy to the CPM within the 60-day time frame.
- 5.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the CPM or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.
- 5.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide its Tax Identification Number to the Department of Children and Family Services, Contracts Administration (as set forth in Section 11.1 herein), within five (5) working days after acceptance of the Contract award. No payment under this Contract will be made if CONTRACTOR has no Tax Identification Number on file with DCFS Contracts Administration.
- 5.10 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by CPM, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

- 5.12 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Contract, when expenditures under this Contract total seventy-five percent (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices.
- 5.13 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as Exhibit H. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If

before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.

- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease Contracts, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or

its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Contract exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, 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, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to the Department of Children

and Family Services, Contracts Administration, Attention: Contract Administrator, 425 Shatto Place, Room 400, Los Angeles, California 90020; prior to commencing services under this Contract. Such certificates or other evidence shall:

- 9.1.1 Specifically identify this Contract.
 - 9.1.2 Clearly evidence all coverages required in this Contract.
 - 9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
 - 9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
- 9.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or

COUNTY. Such report shall be made in writing within 24 hours of occurrence.

9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to the COUNTY Contract Manager.

9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS:

10.1 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 Occurrence:	\$1 million

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

10.3 Workers' Compensation and Employer's 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

10.4 Property Coverage: Such insurance shall be endorsed naming the COUNTY of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of COUNTY-owned or leased property.

11.0 NOTICES

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services
Contracts Administration
Attention: Contract Manager
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Attention: _____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

- 11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the COUNTY's Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Contract.
- 12.4 Notwithstanding the provisions of Sections 12.1, and 12.2, COUNTY's COUNTY's Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Contract which

increase or decrease payments to CONTRACTOR which are commensurate with increases or decreases in the units of service being provided under this Contract under the following conditions:

- 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase or decrease more than ten percent (10%) per year and in the aggregate above or below the original Maximum Contract Sum during the term of this Contract.
- 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
- 12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and
- 12.4.4 The COUNTY's Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within fifteen (15) days following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the COUNTY's Director in the event the COUNTY's Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Contract. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute such COUNTY consent.
- 13.2 Upon assignment and/or delegation, each and all of the provisions, Contracts, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar Contracts. COUNTY

may require, as a condition to its consent to assignment, that the assignee enter into a Contract utilizing then current standard COUNTY documentation for this or similar Contracts.

- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Contract or otherwise.

14.0 SUBCONTRACTING

- 14.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 14.2 All of the provisions of this Contract and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of CPM all the following documents:
 - 14.4.1 An executed Employee Acknowledgment and Confidentiality Contract, Exhibit F, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.

14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Contract, and

14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

14.5 CONTRACTOR shall provide CPM with copies of all executed subcontracts after CPM's approval.

14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

14.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

16.0 COVENANT AGAINST CONTINGENT FEES

16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.

16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

17.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Contract within the following conditions:

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1, Compliance with Applicable Laws.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246

entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).

- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of CPM, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the proposal submitted in response to the Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

22.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Contract may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

23.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Contract, COUNTY may procure, upon such terms and in

such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.

- 23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 23.4 In the event that, following services of the Notice of Termination of this Contract under the provisions of this Contract, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Contract or that the default was excusable under provisions of this Contract, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Contract. 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 the CONTRACTOR.
- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best

interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

25.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

25.2.1 Stop services under this Contract on the effective date of termination.

25.2.2 To the extent possible, continue to perform, as required by this Contract until the effective date of termination.

25.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR 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 CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated services.

25.4 Subject to the provisions of Section 25.3, above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Contract. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Contract as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

26.1 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.

- 26.2 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 this Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the 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.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS 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.
- 26.5 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.
- 26.6 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 Contractor Hearing Board.
- 26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

- 27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the COUNTY's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.
- 27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

28.0 CONFLICT OF INTEREST

- 28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.
- 28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of

this Contract. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR 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, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit J.

31.0 CONFIDENTIALITY

31.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Contract", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 32.1 The COUNTY's Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The COUNTY's Director hereby reserves the right to assign such personnel as are needed to serve as CPM in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.
- 32.2 CONTRACTOR hereby agrees to cooperate with the COUNTY's Director, CPM, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.
- 32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract 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 in a manner consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.
- 32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.
- 32.5 CONTRACTOR shall prepare and submit to CPM a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:
- 32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

34.0 CRIMINAL CLEARANCES

34.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.

243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University

	of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

35.0 CHILD SUPPORT COMPLIANCE PROGRAM

35.1 CONTRACTOR’s Warranty of Adherence to COUNTY’s Child Support Compliance Program:

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

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

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY’s Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 “Contractor’s Warranty of

Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this contract pursuant to paragraph 23.0, "Termination for Contractor's Default".

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

36.0 FORMER FOSTER YOUTH CONSIDERATION

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 37.0 and 38.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020
FAX: (213) 383-3773

36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

36.3 CONTRACTOR is exempt from the provisions of this Section 36.0 if it is a governmental entity.

37.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS

- 37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Contract.
- 37.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012
FAX: (213) 680-2450

- 37.3 CONTRACTOR is exempt from the provisions of this Section 37.0 if it is a governmental entity.

38.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

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

- 38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando
Valley
14355 Roscoe Blvd.
Panorama City, CA 91402

Region II – West San Fernando Valley
Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

Region II – West San Fernando Valley
Palmdale Sub-Office
1050 E. Palmdale Blvd. #204
Palmdale, CA 93550

Region III – San Gabriel Valley
3216 Rosemead Blvd.
El Monte, CA 91731

Region III – San Gabriel Valley
GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

Region IV – Central and West County
2910 W. Beverly Blvd.
Los Angeles, CA 90057

Region IV – Central and West County
Exposition Park Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V – South County
2959 Victoria Street
Rancho Dominguez, CA 90221

Region VI – Southeast County
5460 Bandini Blvd.
City of Bell, CA 90201

Region VII – East San Fernando County
3307 N. Glenoaks Blvd.
Burbank, CA 91504

38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

38.4. CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

39.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material

breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

40.0 NOTICE OF DELAYS

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

42.0 PROPRIETARY RIGHTS

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 42.4 for:
- 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;
- 42.5.2 Any materials, data and information covered under Section 42.2; and
- 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

43.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the

termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

44.0 CHILD ABUSE PREVENTION REPORTING

44.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

44.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

44.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

44.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

44.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

45.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application which is attached as Exhibit E.

46.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

47.0 DISPUTE RESOLUTION PROCEDURE

- 47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Section 47.0.
- 47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 47.3 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the Program Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the COUNTY's Director for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Contract, COUNTY's right to terminate this Contract pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek

injunctive relief to enforce the provisions of Section 42.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

48.0 COMPLIANCE WITH 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, a copy of which is attached hereto as Exhibit L and incorporated by reference into and made a part of this Contract.

48.1 Written Employee Jury Service Policy

48.1.1 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 (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 (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

48.1.2 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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 48.0. The provisions of this Section 48.0 shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

48.1.3 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 term of this 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.

48.1.4 CONTRACTOR's violation of this Section 48.0 of this Contract may constitute a material breach of this 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.

49.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. *(There are underscores in the address between the words 'doing business' and 'main db'.)*

50.0 COMPLIANCE WITH LIVING WAGE PROGRAM

50.1 Living Wage Program. This Contract is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program Acknowledgement and Statement of Compliance ("Program") as codified in Sections 2.201.020 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit O and incorporated by reference into and made a part of this Contract.

50.2 Payment of Living Wage Rates.

50.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employee's services provided to the COUNTY under this Contract.

50.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

50.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during this Contract, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

50.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by CONTRACTOR to perform services for the COUNTY under this Contract. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall be subject to the provisions of this Section 50.0. The provisions of this Section 50.0 shall be inserted into any such subcontract Contract and a copy of the Program shall be attached to this Contract. "Employee" means any individual who is an Employee of CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under this Contract. "Full-time" means a minimum of 40 hours 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; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

- 50.2.3 If CONTRACTOR is required to pay a living wage when the term of this Contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 50.2.4 If CONTRACTOR is not required to pay a living wage when the term of this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program’s definition of “Employer” or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the term of the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Program’s definition of “Employer” and/or that CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 50.3 CONTRACTOR’s Submittal of Certified Monitoring Reports. CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR’s current health care benefits plan, and CONTRACTOR’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, or any other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

- 50.4 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of this Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as a minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.
- 50.5 COUNTY Auditing of CONTRACTOR Records. Upon a minimum of twenty-four (24) hours written notice, the COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.
- 50.6 Notification to Employees. CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.
- 50.7 Enforcement and Remedies. If CONTRACTOR fails to comply with the requirements of this Section 50.0, the COUNTY shall have the rights and remedies described in this Section 50.0 in addition to any rights and remedies provided by law or equity.
- 50.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required

information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

50.7.1.1 Withholding Payment. If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

50.7.1.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct liquidated damages from any payments otherwise due CONTRACTOR.

50.7.1.3 Termination. CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Contract. In the event of

such material breach, COUNTY may, in its sole discretion, terminate this Contract.

50.7.2 Remedies for Payment of Less Than the Required Living Wage. If CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

50.7.2.1 Withholding Payment. If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The COUNTY may withhold said amount until CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

50.7.2.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages of \$50.00 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct assessed liquidated damages from any payments otherwise due CONTRACTOR.

50.7.2.3 Termination. CONTRACTOR's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

50.7.3 Debarment. In the event CONTRACTOR breaches a requirement of this Section 50.0, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

- 50.8 Use of Full-Time Employees. CONTRACTOR shall assign and use full-time Employees of CONTRACTOR to provide services under this Contract unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under this Contract. It is understood and agreed that CONTRACTOR shall not, under any circumstances, use non-full-time Employees for services provided under this Contract unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with its proposal a full-time Employee staffing plan. CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.
- 50.9 CONTRACTOR Retaliation Prohibited. CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.
- 50.10 CONTRACTOR Standards. During the term of this Contract, CONTRACTOR shall maintain business stability, integrity in Employee relations and the financial ability to pay a living wage to its Employees. If requested to do so by the COUNTY, CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that CONTRACTOR is complying with this requirement.
- 50.11 Neutrality in Labor Relations. CONTRACTOR shall not use any consideration received under this Contract to hinder, or to further, organization of, or bargaining, or to any expenditure pursuant to

obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the County's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

53.0 INTERPRETATION OF CONTRACT

53.1 Validity

53.1.1 The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

53.2 Governing Laws, Jurisdiction and Venue

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

53.3 Captions and Section Headings

Each paragraph and certain subparagraphs of this Contract have been supplied with captions which serve only as guides to the contents. The

captions do not control the meaning of any paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

53.4 Waiver

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and Contracts herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or Contract herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or Contracts herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

CASE STORAGE AND RETRIEVAL SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

GRM INFORMATION MANAGEMENT
SERVICES

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
Senior Deputy County Counsel

CASE STORAGE AND RETRIEVAL SERVICES

STATEMENT OF WORK

1.0 PREAMBLE

For nearly a decade, the County of Los Angeles (COUNTY) has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the COUNTY Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

The COUNTY, its clients, contracting partners, and the community are working together to develop practical ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 INTRODUCTION

The Los Angeles County Department of Children and Family Services (DCFS) provides protective services to abused and neglected children and their families, and is responsible for safely maintaining and storing case files of these services in strict confidence in accordance with the law. The case files relate to foster care, custody, and legal representation of children who receive services from the COUNTY.

New files are sent to storage on a daily basis and existing files are retrieved and returned daily. Approximately 800,000 case files and 5,000 boxes of miscellaneous documents exist which are currently being stored under contract, most of which are maintained on open shelving. Of that total, approximately 650,000 case files are identified as Protective Services case files, approximately 100,000 are identified as Adoption case files, and approximately 50,000 are identified as Juvenile Index case files.

The successful Proposer will be required to transport all case files from the current Contractor's facility to their facility, inventory each case file and store all case files, as specified in this RFP, for the term of the contract.

Most case files have been closed. However, cases are often re-opened resulting in a need to retrieve closed case files. During the performance of the contract, up to thirty-two (32) DCFS facilities will be retrieving, an average of, approximately 2,500 case files per month, although this number may be higher. These files are eventually returned for re-filing. The transportation of retrieved, returned and new case files will be handled by a courier service under contract with the COUNTY.

3.0 DEFINITIONS

3.1 Case File

Case File is defined as a collection of related documents. The case file will vary in size. All case file folders measure 11 $\frac{3}{4}$ inches by 9 $\frac{3}{4}$ inches or 14 inches by 9 $\frac{3}{4}$ inches with folder expansions of 1 inch to 4 inches. Case Files are divided into three types:

- A. Child Protective Case Files: A folder measuring 11 $\frac{3}{4}$ inches by 9 $\frac{3}{4}$ inches consisting of case related documents.
- B. Juvenile Index Files: Files consisting of case related documents in a folder measuring 14 inches by 9 $\frac{3}{4}$.
- C. Adoption Case Files: Case related documents in folders measuring 11 $\frac{3}{4}$ inches by 9 $\frac{3}{4}$ inches and/or folders measuring 14 inches by 9 $\frac{3}{4}$ inches.

3.2 Case Name

The case name will be the either the name of the parent, child or adoptive applicant. The case name is determined by COUNTY and indicated on the transmittal document.

3.3 Case Number

The case number is an identifier that can be entirely numerical, alphanumeric, or a mixture of numbers and letters. Each case file is identified by a unique number containing 5, 6, 7, 19 or 20 digits, as follows:

- 3.3.1 The 5, 6, and 7-digit case file numbers may or may not have a four (4)-digit prefix designating the responsible County and an aid category. The first two (2)-digits of the prefix are always 19, the code for Los Angeles County. The four (4) digit prefix number is not part of the case file number. For example a case file may have been initiated as a case with a prefix of 1931, closed and then reopened as a placement case with a prefix of 1941. However, the case number following the case prefix number is unique and will always remain the same.
- 3.3.2 The 19-digit case file number is a mixture of numbers and letters. The case record is inventoried, filed and retrieved on the basis of the 19-digit number/alpha case number.

3.3.3 The 5, 6, and 19-digit case numbers may be preceded by a letter. The letter represents a specific Adoptions case classification such as:

- A = Applicant
- C = Client
- H = Home Study
- I = Out of Town Inquiry
- S = Courtesy Supervision
- T = Step-parent

The preceding letters are vitally important and must be used in case file identification.

The case file is inventoried, filed and retrieved on the basis of the prefix letter followed by the case file number.

3.4 Close Date or Termination Date

Close Date or Termination Date is the date assigned by the COUNTY indicating the close or termination of a particular case.

3.5 Inventory

Inventory is defined as the total number of case files including Protective Services Case Files, Juvenile Index Case Files, Adoption Case Files and the total number of boxes of documents stored at CONTRACTOR'S storage facility.

3.6 Inventory System

Inventory System is defined as the method used by which the CONTRACTOR maintains a data base of closed cases and boxes of documents in storage.

3.7 Performance Requirements Summary

Performance Requirements Summary (PRS) is the chart contained in Exhibit A1, which identifies the key requirements of the CONTRACTOR that COUNTY will utilize to evaluate and ensure that the performance standards of the Contract are met by CONTRACTOR.

3.8 Transmittals

Transmittals are the forms used by COUNTY to send case files to the CONTRACTOR. These forms will be computer-generated, typewritten or legibly handwritten in English which will list the case name and case file

number and close date (for new inventory) of each case submitted and the code number of the submitting DCFS office as referenced in Sections 11.1 and 11.2.

4.0 PROGRAM MANAGEMENT

4.1 COUNTY has designated a COUNTY Program Manager responsible for daily management of Contract operation and overseeing monitoring activities. The COUNTY Program Manager is identified as:

Virpi Sidler, Program Manager
County of Los Angeles
Department of Children and Family Services
425 Shatto Place, Room 306
Los Angeles, CA 90020

4.2 CONTRACTOR shall designate a Project Manager responsible for daily management of Contract operation and overseeing the work to be performed by CONTRACTOR as defined in this Statement of Work. The CONTRACTOR'S Project Manager is identified as:

4.3 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Contract on behalf of the COUNTY or DCFS.

4.4 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY'S Program Manager or designee and the CONTRACTOR'S Project Manager, authorized representative(s) or their designated alternates.

5.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

5.1 CONTRACTOR shall make arrangements to transport all COUNTY case files and records from the previous CONTRACTOR'S facility to their storage facility and shall inventory all case files and records with the assistance of COUNTY staff. This action shall take place two weeks prior to the start of the Contract or as determined by the COUNTY Program Manager.

5.2 Receiving, Inventorying, Filing and Re-Filing Case Files and Records

Upon receipt of case files and records from COUNTY, CONTRACTOR shall check the accompanying transmittal form submitted by COUNTY and verify that case files and records listed on the transmittal form have in fact been received by CONTRACTOR.

- 5.2.1 Case files and records, received by CONTRACTOR, which are not accurately described on the transmittal form, shall be returned by CONTRACTOR. Transmittals shall be returned to the DCFS sending office with appropriate notation indicating what is missing from the transmittal form and without charge to COUNTY.
- 5.2.2 CONTRACTOR shall store COUNTY'S case files and records together in an area designated for COUNTY'S case files and records. COUNTY'S case files and records shall be segregated, as specified herein, and stored separately from other client records.
- 5.2.3 CONTRACTOR shall inventory and refile all case files and records within two hours from the time that they are received from COUNTY.
- 5.2.4 CONTRACTOR is responsible for file storage until COUNTY schedules files for destruction.
- 5.2.5 COUNTY has a current contract to provide for destruction of case files and records. COUNTY shall be responsible for said destruction throughout the term of this Contract.

IN NO EVENT SHALL CONTRACTOR, OR ANY OF CONTRACTOR'S AGENTS, DESTROY OR CAUSE TO BE DESTROYED, ANY CASE FILE OR RECORD.

5.3 Storage of Case Files and Records

After CONTRACTOR has completed the receiving and processing functions indicated in Section 5.2 above, CONTRACTOR shall store case files according to type, as indicated in Subsections 5.3.3, 5.3.4, 5.3.5, 5.3.6 and 5.3.7 below.

- 5.3.1 Any changes to the method of storage described in Section 5.3 must be approved in writing by the COUNTY Program Manager prior to implementation.
- 5.3.2 Should it become necessary for COUNTY or another Contractor to assume the function of storing and retrieving COUNTY case files

and records, the method of storage shall remain intact making it possible for the COUNTY or another Contractor to assume this function.

5.3.3 Storage of Protective Services Case Files: Protective Services case files shall be stored by **case number**. These case files shall be stored separate from, and not integrated with, other COUNTY records. CONTRACTOR shall cross-reference their inventory database, case name to case number.

5.3.3.1 Each case file is identified by a unique case number. The case number may or may not have a four-digit prefix. This four-digit prefix, if any, shall be disregarded for the purpose of case file numbering, identification, retrieval and/or storage.

5.3.3.2 CONTRACTOR shall inventory, store, and retrieve the case file on the basis of the case number.

5.3.3.3 Protective Services case files shall be stored and retrieved by CONTRACTOR until they are scheduled by COUNTY for destruction.

5.3.4 Storage of Juvenile Index Case Files: Juvenile Index case files shall be stored **alphabetically by last name of case name, which is the last name of the oldest child**.

5.3.5 Storage of Adoption Case Files: CONTRACTOR shall store Adoptions case files as follows:

5.3.5.1 Section I will be labeled "Final Adoption Cases Retained permanently."

5.3.5.1.1 Final Adoption case files are filed numerically by the "A" (Applicant) number.

5.3.5.1.2 Final Adoption case files are cross-referenced with the Applicant's name and number, the Adoptive Child's name and "C" (Client) number.

5.3.5.2 Section II shall be labeled "Other Adoption Cases."

5.3.5.2.1 These case files are filed alphabetically by case name and they are cross-referenced with the "C" (Client) number.

- 5.3.5.3 Section III shall contain all Adoption case files, which ARE NOT required to be retained permanently.
- 5.3.5.3.1 The cases are filed alphabetically by case name and by year of closing.
- 5.3.5.3.2 They are cross-referenced with the case number.
- 5.3.5.3.3 The cases may be retrieved by requesting the case name or case number.
- 5.3.5.3.4 The cases are stamped "Time Controlled"
- 5.3.6 Storage of Sensitive/High Profile Files: CONTRACTOR must provide a locked filing system for the storage of high profile/sensitive case files. The designation of high profile/sensitive will be made by the COUNTY Program Manager.
- 5.3.7 Storage of Other DCFS Records: During the term of the Contract, COUNTY may require CONTRACTOR to store other miscellaneous COUNTY records in addition to those indicated in 5.3.3, 5.3.4 and 5.3.5 above. The number of case files CONTRACTOR shall store may increase during the term of the Contract.
- 5.3.8 Release of Case Files: Except for the retrieval of case files and records, as provided herein, or as otherwise expressly authorized by COUNTY Program Manager, or pursuant to a valid court order, CONTRACTOR shall not release a case file or record, or any part thereof, to anyone. If CONTRACTOR should be asked to accept a subpoena for a closed case file, he shall notify the server of the subpoena that the Custodian of Records is located at DCFS Administrative Headquarters Office at 425 Shatto Place, Room 600, Los Angeles, California 90020 and that the subpoena should appropriately be served at that address.
- 5.3.9 Other COUNTY or Governmental Agency Request
- Should CONTRACTOR receive requests for case files, the CONTRACTOR shall forward such request to the COUNTY'S Program Manager. COUNTY shall request retrieval of cases and documents by submitting a written request by email, or by faxing, or by mailing a request for document as provided in 11.3.

5.4 Retrieval of Case Files

CONTRACTOR shall be responsible for the timely retrieval of requested case files and records as described in Sections 5.4.3 and 5.4.4 below. CONTRACTOR shall prepare case files (packaging and addressing) for delivery to COUNTY by COUNTY'S contracted messenger service within 24 hours from the time of request. COUNTY will sign for requested case files upon delivery. The number of case files CONTRACTOR shall retrieve may increase during the term of the Contract.

CONTRACTOR shall update its Inventory System to show the status of a case file or record (Out or In Storage), the COUNTY office which requested it, the date of request, the request as regular or emergency, and the date the case file was picked up for delivery.

5.4.1 Juvenile Index case files shall be retrieved by case name and the closing date and year dependency status was terminated by the court.

5.4.2 Final Adoption case files may be retrieved by requesting the appropriate "A" number and Applicant name or by the "C" Number.

These case files are retrieved by requesting the case name and the "C" number.

5.4.3 Regular Request

COUNTY shall make request by mail, fax, or e-mail. The CONTRACTOR shall retrieve and prepare case files and records requested by COUNTY within 24 hours of receipt of the written request. COUNTY'S messenger services will make daily stops at CONTRACTOR'S facility and pick-up all case files and records ready for delivery to COUNTY.

5.4.4 Emergency Request

COUNTY'S Program Manager or designee will be requesting emergency retrieval of case files by fax or e-mail. CONTRACTOR shall retrieve these case files within two hours that these requests are received. CONTRACTOR shall make a reasonable effort to process emergency requests received after 3:00 P.M on the same day that they are received. CONTRACTOR will receive a signed receipt, which includes the time of receipt of the requested case file(s). CONTRACTOR shall, upon receipt of emergency requests, contact COUNTY'S Messenger Services Contractor to arrange a

time for same-day-pick-up and delivery of case files and records requested on an emergency basis.

5.5 Contingency Plan for Work Stoppage

In the event of any work stoppage caused by any labor dispute, CONTRACTOR shall continue all phases of the storage and retrieval services specified herein. CONTRACTOR shall submit to the COUNTY Program Manager, in writing, a plan to continue services in the event that there is such a work stoppage within twenty-four (24) hours of the beginning of such dispute.

5.6 Monthly Management Report

CONTRACTOR shall provide COUNTY with a monthly report that includes separate workload statistics for Protective Services, Adoptions, Juvenile Index case files and other COUNTY records. These statistics shall include, but shall not be limited to, receipts of case files, regular retrievals, emergent retrievals, re-files, and number of boxes of records and case files in storage. CONTRACTOR shall submit the Monthly Management Report to the COUNTY Program Manager on the 15th day of each month documenting case file activity for the previous month. The COUNTY Program Manager shall review this report and compare the reported statistics to the reports generated from the DCFS Regional offices.

5.7 Contract Discrepancy Reports

5.7.1 Verbal notification of discrepancies or problems with CONTRACTOR will be made to the CONTRACTOR'S Project Manager or designee as soon as possible whenever a contract discrepancy is identified. COUNTY's Program Manager shall try to resolve the problem.

5.7.2 The COUNTY Program Manager will determine whether a formal Contract Discrepancy Report (Exhibit A2) shall be issued.

5.7.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the CONTRACTOR'S Project Manager.

5.7.4 Upon receipt of this document, CONTRACTOR is required to respond in writing to the COUNTY Program Manager within five (5) business days, acknowledging the reported discrepancies or present contrary evidence, and present a plan for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

The COUNTY has the right to adjust the rate of compensation in the case of non-compliance with the corrective plan, or failure to resolve the discrepancy as agreed by the COUNTY and the CONTRACTOR as outlined in Performance Requirements, Exhibit A1.

5.8 Hours and Days of Operation

5.8.1 CONTRACTOR shall maintain office hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

5.8.2 Recognized Holidays- CONTRACTOR is not required to provide services on COUNTY recognized holidays. These holidays may vary from year to year, however, in 2003 the following holidays were recognized:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

5.9 Required Meetings

CONTRACTOR shall attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of such meetings at least three (3) business days in advance. CONTRACTOR may request meetings with COUNTY as needed with three (3) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

5.10 Equipment

CONTRACTOR shall provide all computers, typewriters, photocopy equipment, and any other additional items of equipment necessary to meet contract requirements.

5.11 Inventory System

CONTRACTOR shall maintain a computerized inventory system that shall be continuously updated with COUNTY case file and record activity

information during the term of this Contract. CONTRACTOR shall provide COUNTY Program Manager with an inventory record (electronic form) of case files and record activity, which shall include case numbers, case names, close dates, box numbers, case status and activity. The inventory record shall indicate all new case files and records received during each month and shall be given to COUNTY by the fifteenth (15) of each month.

Upon the expiration or cancellation of this Contract, CONTRACTOR shall provide COUNTY with a final inventory record of case file and record activity, as described above. CONTRACTOR warrants that inventory records, provided in electronic form, shall be compatible with COUNTY equipment.

5.12 Software Development

COUNTY and CONTRACTOR agree that all software and data developed by CONTRACTOR for performance of required work under this Contract shall become the sole property of COUNTY upon termination or expiration of this Contract.

5.13 Storage Space

CONTRACTOR shall furnish a sufficient amount of storage space, with shelving and racks for storing and maintaining COUNTY'S case files and records and for providing the services as described herein.

5.14 List of Storage and Office locations

CONTRACTOR shall provide COUNTY with a list of all CONTRACTOR'S administrative office(s) and storage locations at the time of Contract award.

5.15 Confidentiality, Security and Control Procedures

CONTRACTOR shall employ all actions to preserve COUNTY property (i.e., COUNTY Case files and records) and data from loss, damage or from entering into the hands of unauthorized individuals. Only CONTRACTOR'S authorized personnel shall handle and have access to the case files and records, except for those persons authorized by COUNTY.

CONTRACTOR shall implement the following procedures for the purpose of providing optimum security and control while maintaining COUNTY'S case files and records. CONTRACTOR and its staff shall follow the procedures listed below at all times for the duration of this Contract.

- 5.15.1 CONTRACTOR shall maintain all COUNTY'S case files and records in a separate area of its storage facility.
- 5.15.2 CONTRACTOR shall perform quality checks on the accuracy of the inventory, and monitor the processing of COUNTY'S case file requests to ensure a timely response. CONTRACTOR'S Project Manager shall perform such quality checks on a weekly basis to ensure services are being performed in accordance with the provisions of this Contract.
- 5.15.3 CONTRACTOR'S storage facility shall be equipped with intrusion alarms, surveillance cameras, auto-shut steel doors and an automatic water sprinkler system. CONTRACTOR shall maintain such equipment and ensure that the auto-shut steel doors and water sprinkler system meet Los Angeles County Fire Department Codes.
- 5.15.4 CONTRACTOR shall cross-train existing employees to serve as back-up to those servicing the DCFS account. CONTRACTOR shall maintain and provide a total of five (5) cross-trained and experienced employees who shall be re-assigned to service the DCFS account should the regularly assigned staff be unavailable.
- 5.15.5 CONTRACTOR shall provide security surveillance on-site at all times on its premises which are used for storing COUNTY case files and records.
- 5.15.6 CONTRACTOR shall provide an initial training seminar to its full-time, part-time and back-up employees who are involved in servicing the DCFS account. Such employees shall be trained in all aspects of document retrieval and handling, including proper equipment maintenance and work safety. CONTRACTOR shall train such employees on the procedures for handling DCFS' case files and records. Training shall be conducted by CONTRACTOR'S qualified staff.
- 5.15.7 CONTRACTOR shall provide the COUNTY Program Manager with the pager numbers to CONTRACTOR'S Project Manager and alternate and other key employees for 24-hour access.
- 5.15.8 CONTRACTOR shall maintain any equipment used in servicing the DCFS account, including, but not limited to racks, shelves and pallet jacks. CONTRACTOR shall maintain such equipment in accordance with manufacturers' maintenance recommendations and any laws or codes pertaining to such maintenance.

5.15.9 CONTRACTOR shall provide the COUNTY Program Manager with updates of contact names and numbers when any changes occur.

5.16 Disaster Recovery Plan

CONTRACTOR shall develop the following plan for the purpose of maintaining optimum levels of service, security and control in the event of a disaster, natural or otherwise. CONTRACTOR and its staff shall follow these procedures should a disaster occur during the term of this Contract.

5.16.1 CONTRACTOR shall maintain battery back-up for its computers allowing uninterrupted service during a power failure.

CONTRACTOR shall back-up its computer system on a daily basis and maintain back-up data on a daily basis, at an off-site location.

5.16.2 In case of emergency, CONTRACTOR shall immediately notify the COUNTY Program Manager as to the status and condition of COUNTY'S case files and records.

5.16.3 CONTRACTOR shall be responsible for notifying COUNTY'S Program Manager of any plans to re-locate any COUNTY'S case files and records to another facility. Upon receiving approval from COUNTY'S Program Manager, CONTRACTOR shall coordinate and schedule such a re-location to the designated back-up facility or any other facility agreed upon.

5.16.4 CONTRACTOR shall have a disaster contingency plan in place twenty-four (24) hours per day, 7 days a week.

6.0 COUNTY'S GENERAL RESPONSIBILITIES

6.1 COUNTY shall provide staff to work with CONTRACTOR'S staff to conduct a complete inventory of COUNTY'S case files and records currently in storage. This action shall take place two weeks prior to the start of the Contract or as determined by the COUNTY Program Manager.

6.2 COUNTY shall provide an orientation for a newly selected CONTRACTOR without additional compensation for the CONTRACTOR'S attendance. The orientation may include a visit to the facility where DCFS records are stored and may begin the day following award of the Contract by the COUNTY'S Board of Supervisors. CONTRACTOR shall not be reimbursed for the time spent during the orientation.

7.0 SCOPE OF WORK

7.1 Scope of Work

CONTRACTOR shall provide labor, storage space, telephone services, utilities, equipment, supplies and forms necessary to store and retrieve closed case files and other documents. CONTRACTOR shall maintain control, order and confidentiality of these records.

7.2 Key COUNTY Personnel

7.2.1 COUNTY Program Manager

The COUNTY Program Manager or designee has full authority to supervise CONTRACTOR'S performance in the daily operation of this Contract.

7.2.2 The COUNTY Program Manager shall provide direction to CONTRACTOR in areas relating to DCFS policy, information and procedural requirements.

7.2.3 The COUNTY Program Manager is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to obligate the COUNTY of Los Angeles in any way whatsoever.

7.3 Key CONTRACTOR Personnel

7.3.1 CONTRACTOR'S Project Manager

CONTRACTOR shall provide a Project Manager who shall be responsible for the performance of the work set forth in this Statement of Work. The name of the Project Manager and an alternate who can act for the Project Manager in his or her absence shall be designated in writing to the COUNTY Program Manager prior to the Contract start date.

7.3.2 CONTRACTOR'S Project Manager and alternate shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of this Contract.

7.3.3 CONTRACTOR'S Project Manager or alternate shall be available between 8:00 A.M. and 5:00 P.M., Monday through Friday, except COUNTY recognized holidays (see Section 5.8.2). The Project Manager shall provide the COUNTY Program Manager with a telephone number and pager number that can be accessed by

COUNTY Program Manager during business hours and emergencies.

7.3.4 CONTRACTOR'S Project Manager and alternate must be able to read, write, speak and understand English.

7.3.5 CONTRACTOR'S Project Manager and any designated alternate shall be identified prior to Contract award and adjudged acceptable by the COUNTY Program Manager.

7.3.6 Any changes in the CONTRACTOR'S Project Manager and designated alternate shall be subject to advance written approval by the COUNTY Program Manager.

7.3.7 Other CONTRACTOR Personnel

All other CONTRACTOR personnel who may have contact with COUNTY personnel during the performance of work under this Contract must read, write, speak, and understand English.

8.0 QUALITY CONTROL

CONTRACTOR shall establish and maintain a Quality Control plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the proposal (see RFP, Part A, Section 4.2.6). An updated copy must be provided to the COUNTY Program Manager at the start of the contract and as changes occur. The plan shall include, but not be limited to, the following:

8.1 A monitoring system covering all services listed in Exhibit A1, Performance Requirements Summary. It must specify the methods for identifying and preventing deficiencies in the quality of service provided before the level of performance becomes unacceptable.

The plan must include the following:

Specific activities to be monitored;

Methods of monitoring to be used, to include, but not be limited to, methods of verifying authenticity of reports, controls and prevention of fraudulent activities;

Frequency of monitoring;

Samples of forms to be used in monitoring; and

Title/level and qualifications of personnel performing monitoring functions.

- 8.2 Records of all inspections conducted by CONTRACTOR, contain corrective action taken, and the time elapsed between identification of a problem and completed corrective actions.
- 8.3 The method for continuing to assure provision of services to the COUNTY in the event of a strike of CONTRACTOR'S employees.

9.0 QUALITY ASSURANCE

- 9.1 The COUNTY Program Manager and the COUNTY Quality Assurance Evaluator shall monitor CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in Exhibit A1, Performance Requirements Summary, or any other such procedures necessary to ensure that CONTRACTOR is performing services in accordance with the provisions of this Contract.
- 9.2 Performance evaluation meetings shall be held jointly by the COUNTY Program Manager, COUNTY Quality Assurance Evaluator and the CONTRACTOR'S Project Manager, and as often as deemed necessary by the COUNTY Program Manager.

10.0 GOVERNMENT OBSERVATIONS

Federal, State, and/or COUNTY personnel, in addition to DCFS contracting staff, may observe performance activities and documents under this Contract at any time during normal working hours. However, such personnel may not unreasonably interfere with CONTRACTOR'S performance.

11.0 FORMS

Forms applicable to the Statement of Work are listed and described below. COUNTY shall notify CONTRACTOR as to any changes to forms or additional forms necessary to the performance of work before and after the Contractor's commencement date. All forms listed below will be completed by COUNTY staff and forwarded to CONTRACTOR for required action (i.e., to receive and store, retrieve and refile a case file or box).

- 11.1 DCFS-6 and DCFS 6-1 are "Transmittal" forms on which case files and/or documents being sent to storage are listed.
- 11.2 DCFS 6-2 is a "Closed Case Transmittal" form on which case files being sent to storage are listed.
- 11.3 DCFS 2241 is a "Closed Case Retrieval Request" form, which is used to retrieve a "Closed Case". COUNTY staff may fax or mail this form to CONTRACTOR or email the information required for the request.

PAGES 65, 66, and 67 WILL BE REPLACED WITH FORMS MENTIONED IN SECTION 11.0

**CASE STORAGE AND RETRIEVAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY**

	REQUIRED SERVICE	STANDARD	REMEDIES/ DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING ACCEPTABLE QUALITY LEVEL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
1	Transfer cases/boxes to Contractor	Contractor receives and stores all cases and boxes separately according to category and accurately lists on inventory system to ensure record/box retrieval	\$10.00 per Case or Box not accounted for in excess of allowable deviation plus any additional cost incurred by the County, if any, as a result of a lost Case or Box while under the responsibility of the Contractor.
2	Provide Case Storage and Retrieval Services for DCFS	Provide labor, supervision, consultation, materials, equipment, reports, schedules, etc. in compliance with all laws; EEO and non-discrimination, Civil Rights and Child/Elder Abuse reporting responsibilities.	\$50.00 per occurrence/case
3	Receive and inventory DCFS case files and records.	Inventory all case files and records within 24 hours from the time of receipt, on the day that they are received.	\$10.00 per occurrence/case
4	File new case files and records, Re-file returned case files and records.	File and Re-file within 24 hours after being inventoried, on the day that such case files and records are received.	\$10.00 per occurrence/case
5	Store and maintain case files and records.	Safely store case files and records, in accordance with the provisions herein; maintain inventory and confidentiality of case files and records.	\$50.00 per occurrence/case
6	Box new case files and records as instructed by DCFS authorized staff.	Place case files and records in boxes in accordance with the provisions of this Agreement or as instructed by DCFS authorized staff.	\$10.00 per occurrence/case

**CASE STORAGE AND RETRIEVAL SERVICES
PERFORMANCE REQUIREMENTS SUMMARY**

	REQUIRED SERVICE	STANDARD	REMEDIES/ DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING ACCEPTABLE QUALITY LEVEL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
7	Retrieve case files as requested by DCFS authorized staff.	Retrieve case files within 24 hours from receipt of a <u>Regular Request</u> ; and retrieve case files and records in two (2) hours for <u>Emergency Requests</u> .	\$10.00 per occurrence/case
8	Permanently remove boxed files as instructed by DCFS authorized staff.	Remove boxes from storage and prepare for delivery to DCFS or other location(s) as instructed by DCFS authorized staff.	\$10.00 per occurrence/case
9	Respond to all requests, calls, and/or reports in an appropriate manner.	Response to all requests within 24 hours (except to Emergency retrieval requests within 2 hours); correction of problems identified as per consultation with Project Director; Contract Discrepancy Letters within five (5) business days.	\$10.00 per occurrence/case
10	Maintain adequate backup, safeguard case files and ensure their confidentiality.	Maintain backup facility capable of handling DCFS case files in case of disaster; Use of procedures to prevent unauthorized persons from obtaining case file data; Maintain Disaster Recovery Plan; COUNTY notified of any changes.	\$50.00 per occurrence/case

CONTRACT DISCREPANCY REPORT
CASE STORAGE AND RETRIEVAL SERVICES CONTRACT

TO: _____

FROM: _____

DATES:

Prepared by County Program Manager: _____

Returned by Contractor: _____

Corrective Action completed by Contractor: _____

DISCREPANCY OR PROBLEM (Completed by County Program Manager):

Signature of County Program Manager

Date

CORRECTIVE ACTION TAKEN (Contractor's Response)

Signature of Contractor's Program Manager

Date

COUNTY PROGRAM MANAGER EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of County Program Manager

Date

CONTRACTOR NOTIFIED OF ACTION: _____

Signature of Contractor's Program Manager

c: Contracts Administration