COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER

KENNETH HAHN HALL OF ADMINISTRATION
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J. TYLER McCAULEY
AUDITOR-CONTROLLER

September 21, 2006

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

Dear Supervisors:

RECOMMENDATION TO AWARD THE COUNTY'S TRAVEL MANAGEMENT AGREEMENTS TO FOUR TRAVEL AGENCIES – TRAVELSTORE INC., SUNWARD ADVENTURES/CWT, FCM TRAVEL SOLUTIONS, AND AMERICAN EXPRESS TRAVEL RELATED SERVICES, INC.

ALL DISTRICTS
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the attached four travel management service agreements for a three-year period, with the option to extend for two additional one year terms, with TravelStore Inc., Sunward Adventures/CWT, FCM Travel Solutions, and American Express Travel Related Services, Inc.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is for your Board to approve the contracts so that County employees continue to receive comprehensive travel management services for authorized official travel. The existing agreements expire October 31, 2006.

Board approval is required to receive travel management services from the four proposed contractors. An evaluation team composed of representatives from five County departments concluded that proposals submitted by TravelStore Inc, Sunward Adventures/CWT, FCM Travel Solutions and American Express Travel Related

Services, Inc. were responsive to the needs of the County. The key factors impacting the team's decision were the proposed staffing levels, fees, and relevant experience.

Two of the proposed contractors, TravelStore Inc, and Sunward Adventures/CWT are registered with the State of California to make reservations under the YCAL/VCAL Program, and all four proposed contractors are capable of booking reservations under the SWABIZ Program. Both YCAL/VCAL and SWABIZ are state negotiated travel programs that provide for discounted airfares for state and local governments. Additionally, all four contractors are full-service travel service providers that will operate under the County's travel policies; which includes obtaining the lowest possible fares for authorized official government travel. The agreements require all contractors to provide or arrange for travel services for authorized official travel including:

- Transportation reservations for air, rail, bus, and ship carriers;
- Vehicle rental services;
- International travel reservations, including assistance in obtaining passports, visas, etc.;
- Reservations for lodging in hotels and motels;
- Detailed traveler's itineraries;
- Management information and billing reports; and,
- The coordination/arrangement of seminars, meetings, workshops and the like conducted by County agencies. This includes booking conference rooms and lodging, arranging meals and transportation, etc.

In addition, all contractors provide 24-hour emergency numbers to assist clients who have immediate travel needs, or are in need of other travel related emergency services.

Implementation of Strategic Plan Goals

Approval of the four contracts will promote competition between the travel agencies, which will help ensure the County receives the lowest possible cost for business travel. The increased competition will also result in County employees receiving excellent customer service, and guidance when making business travel arrangements. Annual Travel Seminars provided by the four travel agencies will also help promote Fiscal Responsibility by raising the level of County employee knowledge in business travel cost savings techniques.

FISCAL IMPACT/FINANCING

The estimated total annual cost to the County for all combined contracts is $200,000. The charges for services offered by the travel agencies are $10 for online reservations. Reservations made directly with a travel counselor range from $15 to $38. The transaction fees are charged at the point-of-sale. The travel contracts with our four existing travel agencies do not offer online reservations and consist of transaction fees ranging from $15 to $35.

Each travel agency will bill the Auditor-Controller negotiated transaction fees for reservations made and the Auditor-Controller will charge individual departments using the travel services from these agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the attached Contract have been approved as to form by County Counsel. The Contract contains all Board required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and Child Support Program. This is not a Proposition A Contract and, therefore, not subject to the Living Wage Program (County Code Chapter 2.201).

For the American Express Travel Related Services, Inc. contract, County Counsel accepted additional language allowing the contractor the option to terminate the contract within 15 days notice if budget reductions cause the County to reduce payments under the contract, in the event American Express Travel Related Services, Inc. does not agree to such reduction. County Counsel also agreed to a modification to the contract policy ensuring cost-free access to physical audit records because American Express Travel Related Services, Inc. will provide cost-free electronic copies of information that would be used for audit purposes, which is consistent with their existing contract. CAO Risk Management also approved alternate language in the American Express Travel Related Services, Inc. contract relating to insurance deductibles in the General Insurance Requirements Section of the contract.

CONTRACTING PROCESS

A Request for Proposals (RFP) was mailed to travel agencies that bid on the last RFP, and additional agencies who subsequently asked to be included in future bids or who we identified as major providers of travel services. The solicitation was also posted on the County Office of Small Business Website.

There were 92 travel agencies that requested copies of our RFP, of which 8 submitted formal proposals. An informal survey of the non-responders revealed that more bids were not submitted because the opportunities for financial success in the travel agency field are highly dependent on providing ancillary services such as tour packages, travel management consulting services, and being the sole source provider of travel services.

An evaluation team composed of representatives of the Auditor-Controller, District Attorney, Department of Children and Family Services, Sheriff and the Department of Public Social Services evaluated the 8 proposals based on such factors as company and personnel qualifications, equipment capability, and fees. The evaluation team recommends that the agreement be awarded to the four recommended contractors because of the firms' superior qualifications and the staffing level which will be dedicated to manage the County's travel needs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable County employees to continue to receive comprehensive travel management services for authorized official travel.

CONCLUSION

Following approval and execution of the Contract, please return two (2) executed originals of each Contract to the department.

Respectfully submitted,

J. Tyler McCauley
Auditor-Controller

JTM:JN:AB:cc
H:\GC\Transportation\2006 Contracts

Attachments (4)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

CONTRACT FOR TRAVEL MANAGEMENT SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES

AND

TRAVELSTORE, INC.,

DATED

November 1, 2006

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CONTRACT FOR TRAVEL MANAGEMENT SERVICES

This Contract made and entered into this _____ day of _____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES
a body corporate and politic, hereinafter referred to as "COUNTY"

AND

TRAVELSTORE INC., with company headquarters at 11601 Wilshire Blvd., Los Angeles, CA 90025, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY is desirous of contracting for travel management services; and

WHEREAS, the CONTRACTOR is in a unique position to provide such services as contained herein by virtue of the CONTRACTOR'S extensive experience in the field;

NOW, therefore, in consideration of the mutual covenants herein contained, COUNTY and CONTRACTOR hereby agree as follows:

I. MERGER

This Contract, Attachments A and B, and the Request for Proposal - Travel Management Services (RFP) dated April 2006 and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, which are hereby incorporated shall 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. If there is a conflict or inconsistency between the body of this Contract and/or the Attachments and/or the RFP and/or the Exhibits, such

conflict or inconsistency will be resolved by giving preference first to the Contract, and then to the Attachments, and then to the RFP, and then to the Exhibits.

II. STATEMENT OF WORK AND FEE SCHEDULE

COUNTY agrees to place the bulk of its travel needs through four (4) specific contractors. In turn, CONTRACTOR shall provide the services and materials set forth in Attachment A, Statement of Work. CONTRACTOR also agrees to provide all services described in the County's RFP dated April 2006. The COUNTY agrees to the fee schedule set forth in Attachment B, Fee Schedule.

1. Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
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.

III. TERM OF CONTRACT

1. The term of this Contract shall be a three-year period commencing on November 1, 2006, following execution of the contract by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. The COUNTY shall have the sole option to extend this Contract term for up to two additional one-year renewal terms for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Auditor-Controller, J. Tyler McCauley or Chief of Disbursements Division, Arlene Barrera.

3. The CONTRACTOR shall notify the Department of Auditor-Controller when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Department of Auditor - Controller at the address herein provided in Exhibit F – County's Administration.

IV. WARRANTY

CONTRACTOR specifically warrants it will use its best efforts to offer the lowest logical airfare available in the travel industry's ticket reservation system at the time of booking, consistent with the COUNTY'S travel policy. If, in any specific instance, it can be shown that a lower logical airfare was available at the time of booking and CONTRACTOR did not offer it, CONTRACTOR will remit to the COUNTY the difference between the fare obtained and the lowest logical available airfare. This warranty only applies to airfares available on Contractors industry software described in RFP, and does not include airfares that are only made available on Internet websites. CONTRACTOR specifically warrants it will offer travelers motel, hotel, bus, rail, sea, and auto rental rates commensurate with the individual traveler's needs and consistent with the COUNTY'S travel policy.

CONTRACTOR warrants that it is and will be capable of providing for all of the COUNTY'S travel needs during the term hereof, that it will provide these needs on a timely and most cost-effective basis and that it has and will have the personnel, equipment, finances, experience, and expertise to so perform.

V. AUTHORIZATION WARRANTY

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

VI. DELAYS

CONTRACTOR shall promptly notify the COUNTY Project Manager, or authorized representative, and any travelers, verbally and/or in writing of the facts relating to any case that has or may result in delay or failure to perform. CONTRACTOR shall not be held accountable for failure in performance of this service contract in accordance with its terms if such failure can be shown by CONTRACTOR to have arisen from causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, labor strike, including supplier strikes, defaults, delays, shortages of transportation facilities, fuel, labor, epidemics, quarantine restriction, and inclement weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If failure to perform does occur, CONTRACTOR shall not be deemed at fault unless (1) the services to be furnished were obtainable from other sources at comparable cost and schedule, (2) the COUNTY shall have directed CONTRACTOR in writing to procure such services from such other sources, and (3) CONTRACTOR shall have failed to comply reasonably with such directives.

VII. ADDITIONAL PROVISIONS OF CONTRACT

A. Termination For Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
    - Stop work under this Contract on the date and to the extent specified in such notice, and
    - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section XIX - Record Retention & Inspection/Audit Settlement.

B. Termination for Default

1. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Project Manager:
    - CONTRACTOR has materially breached this Contract; or
    - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

2. **CONTRACTOR'S failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.**
3. In the event that the COUNTY terminates this Contract in whole or in part as provided in Section VII.B.1 – Additional Provision of Contract, Termination for Default, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
4. Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section VII.B.3 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section VII.B.4, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

5. If, after the COUNTY has given notice of termination of the Contract for default, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section VII.B - Additional Provision of Contract, Termination for Default, or that the default was excusable under the provisions of Section VII.B.4 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section VII.A – Additional Provision of Contract, Termination for Convenience.
6. The rights and remedies of the COUNTY provided in this Section VII.B – Additional Provision of Contract, Termination

for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. Termination for Insolvency

1. The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
    - Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
    - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
    - The appointment of a Receiver or Trustee for the CONTRACTOR; or
    - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
2. The rights and remedies of the COUNTY provided in this Section VII.C – Additional Provision of Contract, Termination for Insolvency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination for Improper Consideration

1. The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing

favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

2. The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Material Changes

The parties hereby recognize that the financial terms of this Contract are based upon certain assumptions about standard travel industry conventions, and about COUNTY'S service requirements. If there is a material change (i) in any rules, orders, laws, or regulations, whether by a court of law, a government entity, an airline, the International Airline Travel Agency Network or the Airline Reporting Corporation, or any other applicable governing body, governing the manner in which CONTRACTOR or other travel agents may operate, or (ii) in COUNTY'S service configuration or service needs, any of which result in additional fees, losses, costs, surcharges or expenses being imposed on CONTRACTOR to perform this Contract, then upon notice to COUNTY, CONTRACTOR will have the right, upon approval by the COUNTY in the sole discretion of the Auditor-Controller as outlined below,

beginning on the date of such material change, to increase the Transaction Fee in an amount as reasonably necessary to compensate CONTRACTOR for such additional fees, losses, costs, surcharges or expenses. CONTRACTOR will (1) notify the COUNTY Project Manager via e-mail and/or fax within twenty-four (24) hours after CONTRACTOR determines to increase the Transaction Fee as a result of a material change and (2) provide COUNTY with written notice (Notice) of any such change in the Transaction Fee. The Notice to COUNTY shall be provided as indicated on Section XXIV - Notices.

If upon receipt of such Notice, COUNTY does not accept the new Transaction Fee, COUNTY may terminate this Contract immediately upon written notice to CONTRACTOR within 15 business days of receipt of the Notice. Failure to provide written notice of termination within 15 business days shall constitute COUNTY'S acceptance of the new Transaction Fee.

Notwithstanding anything in this Contract to the contrary, neither CONTRACTOR, nor any of CONTRACTOR'S parent, affiliated or subsidiary companies, nor any of CONTRACTOR or its respective employees, officers, directors, representatives or agents, are responsible or liable for any loss, damage, delay, inconvenience or injury to any person(s) which results from or arises out of: (1) any Supplier's breach of contract, any Supplier's failure to comply with applicable laws, or any Supplier's intentional, negligent or wrongful actions or omissions; or (2) any other acts, omissions, negligence or conditions outside of CONTRACTOR'S control, including, without limitation, terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local
laws, and climactic conditions. "Supplier" means any entity providing travel related services, including but not limited to, air,

ground or water transportation, or accommodations, meals, tours, etc.

Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from this Contract or relating to the obligations hereunder.

F. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the 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 the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

G. Change Orders and Amendments

No representative of either COUNTY or CONTRACTOR, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section VII.G, Change Orders and Amendments.

1. COUNTY reserves the right to change any portion of the work or procedure required under this Contract, or amend such other terms and conditions, as may become necessary. All Changes or amendments hereunder are subject to mutual Contract of the parties and any such revision shall be accomplished in the following manner:

   a. For any change which affects the scope of Work, period of performance, amount of payments, or any

other term or condition included under this Contract, a Change Order shall be executed by both the Auditor-Controller and CONTRACTOR, with written concurrence of County Counsel. To the extent that changes do not impact either the scope of work, cost or payment schedules or amounts under this CONTRACT, the Auditor-Controller, in it's discretion, may approve changes in writing for the work listed in the Statement of Work or otherwise in this CONTRACT provided that the Term of this CONTRACTOR is not extended.

b. Notwithstanding any other provision of this Section VII.G, Change Orders and Amendments or Section VII.A, Termination for Convenience, the Auditor-Controller with written concurrence of County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Contract, and, for this purpose, the Auditor-Controller, with written concurrence of County Counsel, is authorized to prepare and sign amendments to this Contract which reduce the Statement of Work and the transaction or other fees without further action by the Board.

c. Such notices and amendments as described in Section VII.G. 1.c shall be authorized under the following conditions:

   i. Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

   ii. The Auditor-Controller shall obtain approval of County Counsel for any notice or amendment.

d. <u>Change Order:</u> Any "Change Order" proposed or executed by mutual Contract of the parties shall include:

   i. A functional description of the work or procedure to be performed or changed under the Change Order and a statement which explains and certifies that such work or

procedure is outside the scope of work required of CONTRACTOR under this Contract;

ii. If applicable, the transaction or other fee required for the revised work or procedure; and

iii. A recitation of the task or procedure to which such Change Order relates.

e. Fees: CONTRACTOR'S fees under the proposed Change Order shall be valid through the term of this Contract.

H. Local Small Business Enterprise (SBE) Preference Program

1. This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. Refer to COUNTY of Los Angeles Policy on Doing Business with Small Business, Exhibit A.
2. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
3. The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
4. If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld

was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

I. Compliance with the COUNTY'S Jury Service Program

1. 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 as Contractor Employee Jury Services, Exhibit B and incorporated by reference into and made a part of this Contract.

2. Written Employee Jury Service Policy.

a. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall

also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The CONTRACTOR must so indicate in the Jury Service Program Certification Form and Application for Exception, attached as Exhibit C. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

d. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

J. CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to and Notice to Employees Regarding the Safely Surrendered Baby Law

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

Information on how to receive the poster can be found on the Internet at www.babysafela.org. Refer to Safely Surrendered Baby Law, Exhibit D.

Additionally, the CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, the fact sheet set forth in Exhibit D regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby.

K. Budget Reductions

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that

fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

L. Consideration of Hiring COUNTY Employees Targeted for Layoff/or Re-employment List

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

M. Employment Eligibility Verification

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

amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

N. Complaints

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

1. Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
2. The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
3. If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
4. If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

5. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

VIII. INDEPENDENT CONTRACTOR STATUS

1. This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
3. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

4. The CONTRACTOR shall adhere to the provisions stated in Section XXVII - Confidentiality.

IX. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the 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 the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the 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;

- 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; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the 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.

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 the COUNTY.
3. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:
   - 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 the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
   - Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
   - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
   - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
5. Compensation for COUNTY Costs: In the event that the 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 the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
6. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
   - The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
   - The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to

obtain copies of evidence of Subcontractor insurance coverage at any time.

B. Insurance Coverage Requirements

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

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

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the 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

4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent or wrongful act of proposed CONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the proposed Contract.

5. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

   Employee Dishonesty: $50,000

X. LANGUAGE AND UNITS OF MEASUREMENT

Everything related to the performance of this Contract shall be written in the English language and all numerical data furnished herein shall use the foot-pound-second system of units of measurement.

XI. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

XII. WARRANTY AGAINST CONTINGENT FEES

1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
2. For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

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

XIV. COMPLIANCE WITH LAWS

A. Compliance with Applicable Law

1. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
3. If applicable, CONTRACTOR will assist COUNTY in complying with applicable laws, rules and regulations of local, state or federal governments, airlines, or of the Airlines Reporting Corporation (ARC) and the International Airlines Travel Agent Network (IATAN). The parties agree to take all reasonable measures to protect against the misappropriation or misuse of ARC traffic documents, including ticket stock and identification plates.

B. Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit H – Contractor's EEO Certification.

XV. DELEGATION AND ASSIGNMENT

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

2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than

the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this 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 CONTRACTOR.

XVI. SUBCONTRACTING

1. The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance express written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

2. If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

   - A description of the work to be performed by the Subcontractor;
   - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the COUNTY.

3. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
4. The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
5. The COUNTY'S Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
6. The COUNTY'S Project Manager shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
7. The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012

Attention: Connie K. Chung

before any Subcontractor employee may perform any work hereunder.

XVII. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

XVIII. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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. Refer to Listing of Contractor Debarred in Los Angeles County, Exhibit E.

B. Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on

this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY Project Manager will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where

evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY Project Manager shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for

review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

XIX. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also

maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. CONTRACTOR will make itinerary and billing information available electronically, and will e-mail records to the COUNTY upon request. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the CONTRACTOR to comply with any of the provisions of the Section XIX - Record Retention and

Inspection/Audit Settlement shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

XX. <u>DISCLOSURE OF INFORMATION</u>

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 CONTRACTOR from publicizing its role under this Contract within the following conditions:

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

2. During the course of performance on this Contract, 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 consent of the COUNTY'S Chief Administrative Officer and COUNTY Counsel.

XXI. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

XXII. VALIDITY

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

XXIII. WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies of COUNTY herein reserved shall be cumulative and additional to any other rights and remedies provided in law or equity.

XXIV. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in County's Administration, Exhibit F, and Contractor's Administration, Exhibit G. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Auditor-Controller, Mr. J. Tyler McCauley or Chief of Disbursements Division, Ms. Arlene Barrera shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract. Notwithstanding the foregoing, notices pursuant to Section VI.E - Material Changes shall be given by e-mail and/or fax.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

XXV. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. The CONTRACTOR shall certify to, and comply with, the provisions of Contractor's EEO Certification, Exhibit H.
3. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship.

4. The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section XXV - Nondiscrimination and Affirmative Action when so requested by the COUNTY.
7. If the COUNTY finds that any provisions of this Section XXV - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
8. The parties agree that in the event the CONTRACTOR violates any

of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

XXVI. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
2. The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract. Refer to Certification of No Conflict of Interest, Exhibit I.

XXVII. CONFIDENTIALITY

1. The CONTRACTOR shall maintain the confidentiality of all records

obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

2. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
3. The CONTRACTOR shall sign and adhere to the provisions set forth in Contractor Acknowledgement and Confidentiality Contract, Exhibit J.

XXVIII. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Exhibit K (County Code Chapter 2.160) and Familiarity with the County Lobbyist Ordinance Certification, Exhibit L. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

XXIX. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

XXX. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

1. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. Refer to Attestation of Willingness to Consider GAIN/GROW Participants, Exhibit M. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
2. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

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

1. The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
2. As required by the COUNTY'S Child Support Compliance Program, Exhibit N, (County Code Chapter 2.200, Ordinance No. 97-0072) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Refer to Child Support Compliance Program Certification, Exhibit O.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section XXXI - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section VII.B – Additional Provision of Contract, Termination for Default of CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

XXXIII. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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.

XXXIV. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S RECYCLED PAPER POLICY

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

XXXV. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

IN WITNESS WHEREOF, the parties have executed this Contract by causing it to be subscribed by their duly authorized representatives as of _____ day of _____, 2006 and effective as of the 1st day of November, 2006.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest:

_____
Sachi A. Hamai,
Executive Officer of the Board of Supervisors
COUNTY of Los Angeles

By _____
Deputy

TRAVELSTORE, INC.,

By_____

Name_____

Title_____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL:

By_____
Brandi M. Moore
Senior Associate COUNTY Counsel

ATTACHMENT A

STATEMENT OF WORK

I. SERVICES TO BE RENDERED

A. Authorized Official Travel: The CONTRACTOR shall provide or arrange for travel services for authorized official travel including:

1. Transportation reservations for air (Domestic, International, and the California Local Government Airfare Program, through YCLA/VCAL or through the Southwest Airlines "SWABIZ" program), rail, bus, and ship carriers, including the delivery of tickets.
2. Vehicle rental services.
3. International travel, including assistance in obtaining passports, visas, and advice on documents regarding health requirements.
4. Reservations for lodging in hotels and motels.
5. Detailed traveler's itineraries. (NOTE: Copies of itineraries must be provided to traveler, as well as e-mail a copy to the Los Angeles COUNTY Travel Coordinator at CTC@auditor.lacounty.gov whenever arrangements are made.)
6. Management information and billing reports documenting all transactions on a monthly basis.
7. The coordination/arrangement of seminars, meetings, workshops and the like conducted by COUNTY agencies. This includes but is not limited to the following areas: booking conference rooms and lodging, arranging meals and transportation, renting audio-visual equipment, and related services. Additional fees, and if necessary, a separate contract, may apply to the rendering of these services.

B. Countywide Travel Management Seminar:

1. The CONTRACTOR shall offer travel management seminars at least once annually to all COUNTY travel coordinators and other interested parties. These seminars shall address access to your travel

management company's services, cost saving ideas, service satisfaction surveys, etc. CONTRACTOR shall provide other briefings deemed necessary by the COUNTY to remedy any procedural issues, which may arise.

2. CONTRACTOR shall contribute $200.00 per annum for the Countywide Travel Management Seminar. This fee will include costs associated with booking conference room, renting audio visual equipments, purchase of food and related items/services.

C. Employee Private Travel Needs: The CONTRACTOR shall also provide appropriate services for the personal travel needs of approximately 93,000 COUNTY employees and their families, if requested by employees.— Employees shall pay the CONTRACTOR directly from their own personal funds for these services, and separate transaction fees may also apply. COUNTY shall not pay or be responsible for any travel expenses incurred by COUNTY employees or their families for personal travel. It is expressly understood that the COUNTY has no obligation to advise its employees of these services or to otherwise promote such services.

II. CONTRACTOR REQUIREMENTS

A. Facility Requirements: The CONTRACTOR must provide office space for CONTRACTOR personnel. COUNTY office space will not be provided for CONTRACTOR use.

B. Staffing Requirements: The CONTRACTOR shall provide an account manager and other personnel who are experienced in arranging transportation via all modes and are familiar with lodging establishments and vehicle rental firms. CONTRACTOR'S account manager and other personnel shall be experienced in operating the automated reservation and ticketing equipment to be used in performance of this Contract. CONTRACTOR'S account manager shall have a minimum of three years' travel agency experience, at least one year of which must have been managing a

corporate account with billings in excess of $100,000. Other personnel (including reservation agents) assigned to this account shall have at least one full year's of travel agency experience in the delivery of high volume travel services. The account manager either shall be, or shall report directly to, the CONTRACTOR'S Project Manager. The Project Manager shall cooperate closely with the responsible COUNTY Project Manager.

C. Equipment: The CONTRACTOR shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communication services and related items necessary to conduct operations to fulfill the contract requirements.

D. Working Hours-Emergency Services: The CONTRACTOR shall provide daily service compatible with the COUNTY'S normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The CONTRACTOR shall provide emergency services outside of working hours through traveler access to a 24-hour, toll-free telephone number.

E. Telephone System Services: During COUNTY'S business hours, the CONTRACTOR shall provide adequate number of agents to handle all incoming calls. All calls shall be answered within three (3) rings. If all agent lines are busy, callers shall be given an option to hold or to leave a message. An agent shall return all messages within fifteen (15) minutes. For those calls that are urgent, CONTRACTOR shall maintain a 24-hour, toll-free emergency phone line.

CONTRACTOR shall monitor all occasions where the caller is placed on hold prior to speaking with a travel agent. In addition, it is understood that COUNTY will notify CONTRACTOR if COUNTY employees are repeatedly

being placed on hold or receiving a busy signal. CONTRACTOR will then be

responsible for responding to this notification and proposing a corrective action plan within five (5) business days.

F. County Travel Policy: CONTRACTOR shall operate under the following guidelines when providing services for the COUNTY:

1. Lowest Cost Policy It is the COUNTY'S policy to obtain the lowest possible fares for authorized official government travel. Lowest cost will be obtained by:

   a) Routing Generally, the least expensive airline routing will be used.

   b) Declining Added Cost Travel Incentives Travel incentives, premium gifts, awards or prizes offered by airlines and other travel providers to COUNTY employees shall not be considered in the interest of obtaining the lowest possible published fares.

   c) Recommending Alternate Scheduling At least three alternate departure and return schedules will be offered to all travelers in the interest of obtaining the lowest possible published fare in the travel industry's reservation systems.

   The COUNTY maintains a Travel Policy, which will be provided to the CONTRACTOR, and will be expected to support its provisions.

   d) Declining Lowest Fares The CONTRACTOR shall maintain information relating to COUNTY employees who refused the lowest possible published airfares, including the reason why the airfares were declined (e.g., alternate airport not acceptable, direct flight needed, no red-eye flight, etc.).

2. Transportation Services The CONTRACTOR shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e., air (Domestic, SWABIZ), rail, bus, and ship. Except for electronic ticketing, all air passenger tickets must be issued only from approved ARC ticket stock. Generally, the COUNTY Travel Policy prohibits the

use of first-class fares. Exceptions will be granted by the COUNTY Project Manager on an individual basis. The CONTRACTOR must obtain prior authorization from the COUNTY Project Manager or Project Monitor before booking any First Class airfares.

a) Full coach fares may be offered only if no other reduced fares are available.

b) The CONTRACTOR shall make adjustments for any change(s) in flight, train, bus, or ship schedules. Tickets and billings shall be modified or reissued to reflect these changes.

c) If fees are required, the CONTRACTOR shall inform travelers of the amounts to be charged on processing, adjustment, cancellation, and 'emergency service' (outside of business hours) for every air or rail ticket issued.

d) The CONTRACTOR, if notified, shall make a timely effort to notify travelers of airport closings and canceled or delayed flights.

e) The CONTRACTOR shall provide to the COUNTY reservation and ticketing services normally accorded to corporate or private travelers. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes outside regular business hours. (NOTE: the CONTRACTOR shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the Contract and that such subcontractor shall have access to appropriate records of the traveler. All subcontracts require prior COUNTY approval.) The CONTRACTOR shall not offer collect call access as the sole means of satisfying this requirement.

f) The CONTRACTOR shall utilize industry software to provide advance seat assignment, preferred seating waitlist, last seat availability, and lowest airfare waitlist on all airlines for which the CONTRACTOR claims to offer reservation services.

g) The CONTRACTOR shall utilize the travel industry's reservation system to verify lowest fare between booking and departure date for all tickets issued. If, between booking and departure, a lower fare becomes available, the CONTRACTOR shall attempt to contact the traveler and offer to reissue the tickets provided the fare savings is at least $50.00 greater than the associated cancellation fee or change fees.

h) The CONTRACTOR shall offer COUNTY access to an online reservation system for booking airline travel and, if possible, making car rental and hotel reservations. The online reservations system will be managed in accordance with the COUNTY Travel Policy.

3. <u>International Travel Services</u>

a) The CONTRACTOR shall arrange for international travel, including reservations and ticket delivery for air, rail, bus, or ship transportation and reservations for hotel/motel accommodations and for car rental services.

b) The CONTRACTOR shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.

c) The CONTRACTOR shall provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing, which are appropriate, or essential, national and religious holidays, location of American embassies and consulates, etc.

d) The CONTRACTOR shall provide information on such matters as foreign currency exchange rates, securing auto insurance in

conjunction with foreign car rentals, excess baggage requirements and fees.

e) The CONTRACTOR shall advise travelers on the means for obtaining passports and visas for foreign travel.

4. Lodging Services

a) The CONTRACTOR shall provide lodging reservations. This service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. Hotel reservations shall not be billed to the COUNTY'S Air BTA. Individual travelers will pay for hotel accommodations, and obtain reimbursement directly from the COUNTY.

b) The CONTRACTOR shall endeavor to obtain discounted government and government CONTRACTOR rates for government travelers. If necessary to obtain government rates, the CONTRACTOR shall call such hotels directly, rather than by toll-free numbers. The CONTRACTOR shall also make available to the COUNTY any guaranteed corporate or other discount rates it has negotiated at these or other hotels.

5. Rental Vehicles The CONTRACTOR shall offer to reserve commercial rental vehicles in accordance with the COUNTY Travel Policy and include such information on the traveler's itinerary. Rental Contracts negotiated by COUNTY shall be used if they are more economical than rates available to the CONTRACTOR.

6. Seminars and Meetings The CONTRACTOR shall assist in making all arrangements necessary for the presentation of seminars and meetings for COUNTY personnel and agencies. Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging and meals, transportation to the seminars or meeting site, clerical support, audio-visual equipment and all other related functions. The CONTRACTOR shall document that such services are competitively obtained from the lowest-cost bidder that complies with the requesting agency's quality standards. Additional

fees, and if necessary, a separate contract, may apply to the rendering of these services. Minimal activity is anticipated for this service.

7. Traveler's Itineraries The CONTRACTOR shall provide to each traveler a complete written trip itinerary including, but not limited to, the following:

   a) Carrier(s);

   b) Flight, train, bus and voyage number(s);

   c) Departure and arrival time(s) for each segment of the trip, identifying meals or other amenities provided;

   d) Ground transportation facilities (e.g., taxi or shuttle bus) at destinations(s) when requested;

   e) Name, travel period, confirmation number, phone number and location of hotel/motel and room rates booked by the CONTRACTOR at each destination; and

   f) Name, travel period, confirmation number, phone number and location of rental cars and rates booked by the CONTRACTOR at each destination.

   g) Traveler Cost Center Information: Employee Number, Department Number, Unit Number

8. Ticket Delivery Electronic tickets are used in most instances. However, in the event a paper ticket is needed, CONTRACTOR agrees to deliver tickets and itineraries to the COUNTY Hall of Administration, 500 W. Temple Street, Room 502, Los Angeles, CA 90012. In addition, the CONTRACTOR agrees to arrange and/or provide overnight delivery service to a maximum of 4 additional sites within the COUNTY, as specified by the Auditor-Controller. Tickets shall routinely be provided not later than two business days in advance of scheduled travel date unless the COUNTY agency otherwise requests. The CONTRATOR shall be able to provide emergency ticket delivery at various COUNTY locations, or arrange for emergency prepaid tickets at an appropriate Airport within two

hours' notice by the COUNTY agency. The CONTRACTOR shall also be able to provide for the delivery of tickets to outlying COUNTY offices by express service when requested, in accordance with control procedures approved by the COUNTY.

9. Monthly Management Reports The Contractors shall provide management information reports to the COUNTY for reconciliation and informational purposes. Reports shall be based on monthly billing cycle. Additionally, **report legends shall be provided where special, abbreviated codes are used**. At a minimum, the Contractors shall submit to the Auditor-Controller the following reports within 15 business days after the end of the month:

   (a) Detail Billing Report - A detail report which provides for the reconciliation of billings to the COUNTY'S credit card with only airline tickets issued. The report must display the employee name, employee number, department number, unit number, travel itinerary information (ticket number, routing information, departure date, and invoice date), and ticket amount. This report shall be arranged by unit number sequence. In addition, this report must show sub-totals by unit number and grand total of billing report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (b) Trip Detail Report – A detail report of alphabetical listing arranged by department number and unit number sequence. The report must display employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report must show sub-totals for by department number and unit number sequence and grand total of the report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (c) Savings Exception Detail Report - A detail report indicating the instances whereby a traveler declines the purchase of the lowest available airfare offered. This report shall be arranged

in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, full fare, low fare, fare paid, savings from full fare, savings lost (fare paid minus low fare), and reason lower fare ticket was declined.

(d) Transaction Fee Detail Report – A detail report listing transaction fee charged per transaction. Transaction fees may include airline reservation fee, emergency travel service fee, after-hours service fee, hotel/car reservation fee, airline reservation adjustment fee, and airline ticket refund fee. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, transaction fee type, and fee amount. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(e) Refund Ticket Detail Report – A detail report listing refunded ticket information. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, refund amount, and refund reason. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(f) Unused Refundable Ticket Detail Report – A detail report of all unused tickets that are identified as refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this

report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(g) Unused Non-refundable Ticket Detail Report – A detail report of all unused tickets that are identified as non-refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(h) Car Rental Activity Detail Report - A detail report of all car rental activities indicating the employee name, employee number, department number, unit number, invoice number, rental location, rental agency, car type, pickup date, number of days rented, total rental cost, and average cost of rental per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(i) Rail Activity Detail Report - A detail report of all rail tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(j) Hotel Reservation Detail Report - A detail report of all hotel reservations indicating the employee name, employee number, department number, unit number, invoice number, hotel location, hotel name, number of days stayed, total cost,

and average cost of stay per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(k) Bus Travel Detail Report - A detail report of all bus tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(l) Sea Travel Detail Report - A detail report of all sea tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(m) Prepaid Ticket Detail Report – A detail report of all tickets purchased in advance by COUNTY travelers indicating the traveler name, invoice number, travel itinerary, and ticket amount. This report shall be arranged in traveler last name sequence. In addition, this report shall show report grand totals.

The following reports will be used for informational and research purposes and shall be in summary report format. The summary reports must include month-end and year-to-date totals:

(n) Monthly Travel Summary Report – A summary report indicating total ticket count and amount, average ticket price,

total miles traveled, cost per mile, savings, and savings lost.

This report shall be in month sequence and show report grand totals.

(o) Travel Summary Report - A summary report of top airlines indicating sales volume (gross and net), cost, savings, and savings lost by domestic and international travel. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), and hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages). This report shall include month-end and year-to-date totals.

(p) Executive Summary Report – A summary report displaying airfare analysis of total number of invoice, full fare, low fare, refunds, and exchanges with volume and cost associated for each item. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), top car chains with volume, hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages), and top hotel chains. This report shall include month-end and year-to-date totals.

(q) Top Carrier Cost Summary Report – A summary report of top airline carriers displaying volume and cost, percentage for volume and cost, and average cost. This report shall be printed by carrier rank sequence. In addition, this report shall show report grand totals and include month-end and year-to-date totals.

(r) Top O&D Market Pairs with Carrier Summary Report - A summary report of “city-pairs” indicating volume, cost, average cost, and airlines utilized for each “city-pair.” This report shall be printed by top “city-pair” sequence. In addition,
this report shall have sub-totals by “city-pair” rank and report

grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(s) Car Agency Summary Report by City - A summary report of car rental activity for each city indicating the number of car rental days, rental cost, average rental days, and average rental cost. This report shall be printed by top car agency sequence. In addition, this report shall have sub-totals by car agency and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(t) Top Hotel Cities with Hotel Property Name - A summary report of hotel reservation activity for each city indicating the number of nights stayed, hotel cost, average room rate, and name and location of hotel. This report shall be printed by top hotel sequence. In addition, this report shall have sub-totals by city and hotel and report grand totals.

G. Invoicing and Payment:

1. Payment for Travel Whenever possible, the Contractors shall charge the cost of COUNTY travel services to the COUNTY'S BTA.

2. Non-Credit Card Payments Payments for services rendered under this contract and not payable through the COUNTY'S commercial credit card account shall be due and payable thirty (30) days after the COUNTY'S receipt of CONTRACTORS' invoices. Reimbursement by the COUNTY to the Contractors for transportation services will be limited to actual carrier rates and/or fares effective for air, rail, bus and ship tickets issued to COUNTY travelers for official travel. **All transaction/processing fees listed on the Contractors' invoices**

must include corresponding traveler's information (Dept. No., Employee No., Employee Name and Unit No.) for the actual billing month the expenses are incurred.

(a) Other compensation for services provided under this contract may be in the form of commissions received by the Contractors from carriers and suppliers of rental vehicles, lodging and other related travel services. The COUNTY accepts no responsibility or liability for payment of such commissions.

(b) Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences and the CONTRACTOR is making such arrangements on behalf of the COUNTY, the COUNTY shall pay the vendor directly.

3. Refunds

a) Refunds for unused, downgraded or exchanged tickets shall be credited to the COUNTY'S BTA. The CONTRACTOR shall identify each refund by original ticket number, traveler name, employee number, department number, department unit number and other appropriate identifying numbers, and include this information on appropriate management reports.

b) Refunds for tickets purchased through the COUNTY'S BTA shall be immediately credited to that account.

c) Under no circumstances shall the CONTRACTOR provide any COUNTY employee or traveler with a cash refund of tickets charged to the COUNTY'S BTA.

d) In circumstances where the CONTRACTOR issued pre-paid tickets and electronic tickets for official COUNTY travel, Contractors shall monitor the use of these tickets. In the event a pre-paid ticket or electronic ticket is not used by the traveler, the Contractors will be required to recover the cost of the ticket from the airline, if refundable, and shall credit the COUNTY'S BTA. If non-refundable, Contractors will monitor the unused ticket until it is used or expired.

4. Unauthorized Travel The COUNTY will only pay for authorized official government travel. The COUNTY and CONTRACTOR shall develop authorization procedures jointly. At a minimum, the COUNTY may require that the CONTRACTOR maintain a list of persons authorized to book travel for each department and verify that the caller is on the authorized list. In addition, when making travel reservations, CONTRACTOR **must** obtain departmental number, department unit number, and employee number from the traveler. COUNTY employees will not be discouraged from using the CONTRACTOR for personal travel, but must pay the CONTRACTOR directly for these services from their own personal funds; the COUNTY assumes liability only for authorized, official, COUNTY travel.

ATTACHMENT B

FEE SCHEDULE

FINANCIAL ARRANGEMENT

1. DEFINITIONS

- Transaction Fee: A Transaction Fee in accordance with Section 4 of this Fee Schedule will apply for each transaction. "Transaction" means an air, car, bus, ship or rail ticket issued. The Transaction Fee shall be charged at the point-of-sale of each transaction, and shall be billed through TravelStore Inc. Business Travel Account (BTA).
- Fees: Transaction Fees, ticket delivery fees, emergency service fees, report fees and any other fees or expenses owed by COUNTY to CONTRACTOR hereunder.
  - Cancellation: A ticketed air, car, rail, ship or bus reservation is cancelled.
  - Adjustment Fee: A transaction fee will be charged only when any of the following occur:
    a. Changes made to the outbound flight on a fully refundable ticket.
    b. Any change made on a non-refundable ticket.
- YCAL/VCAL Ticket: An unrestricted, fully refundable electronic ticket issued by various major airlines.
- SWABIZ Ticket: An unrestricted, fully refundable electronic ticket issued by Southwest airline.
- Reimbursement Period: Each calendar quarter is referred to as a "Reimbursement Period."
- Contract Year: A Contract Year is the 12-month period from the first day of the month following the date of the award by the COUNTY Board of Supervisors.

2. BILLING AND PAYMENT

The Transaction Fee shall be charged at the point-of-sale of each transaction. The COUNTY authorizes CONTRACTOR to charge the Transaction Fee to the

COUNTY'S credit card program through individual travelers' corporate charge or credit cards, or through TravelStore Inc. Business Travel Account (BTA). At the end of each Reimbursement Period, CONTRACTOR shall determine the total amount of charged Transaction Fees for that Reimbursement Period. CONTRACTOR shall charge the Transaction Fee at the same time the transaction itself is charged. Each Transaction Fee must be associated with a transaction and with a COUNTY Department Number, Unit Number, and Employee Number.

3. OPTIONAL SERVICES

Optional Services or products which COUNTY may utilize such as Consulting Services, Meetings and Incentive Travel, Web-Based Management Reporting, Online Booking and Electronic Ticketing Products, Third-party software products, and additional Travel Services, including without limitation, Visa and Passport Services, Meet and Greet, and VIP Services, will entail additional fees and, in some cases, a separate Contract.

4. FEES/COSTS TO COUNTY

Domestic Travel Services	Charges
Non-YCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted
Non-YCAL Ticket Adjustment:	$10.00 on-line[1] / $15.00 Agent Assisted[1]
Non-YCAL Ticket Cancellation:	No Fee
YCAL/VCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted
YCAL/VCAL Ticket Adjustment:	$10.00 on-line[1] / $15.00 Agent Assisted[1]
YCAL/VCAL Ticket Cancellation:	No Fee

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.

Domestic Travel Services (continued)	Charges
SWABIZ Ticket Processing:	$15.00 per ticket
SWABIZ Ticket Adjustment:	$15.00[1]
SWABIZ Ticket Cancellation:	$0.00
Car Reservation:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Car Reservation Adjustment:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Car Rental Cancellation:	No Fee
Bus Reservation:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Bus Reservation Adjustment:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Bus Rental Cancellation:	No Fee
Rail Reservation:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Rail Reservation Adjustment:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Rail Rental Cancellation:	No Fee
Ship Reservation:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Ship Reservation Adjustment:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Ship Rental Cancellation:	No Fee

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.
[2] No additional fee provided reservation is made at the time an airline reservation is made.

International Travel Services	Charges
Non-YCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted
Non-YCAL Ticket Adjustment:	$10.00 on-line[1] / $15.00 Agent Assisted[1]
Non-YCAL Ticket Cancellation:	No Fee
YCAL/VCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted
YCAL/VCAL Ticket Adjustment:	$10.00 on-line[1] / $15.00 Agent Assisted[1]
YCAL/VCAL Ticket Cancellation:	No Fee
Car Reservation:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Car Reservation Adjustment:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Car Rental Cancellation:	No Fee
Bus Reservation:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Bus Reservation Adjustment:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Bus Rental Cancellation:	No Fee
Rail Reservation:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Rail Reservation Adjustment:	$10.00 on-line[2] / $15.00 Agent Assisted[2]
Rail Rental Cancellation:	No Fee
Ship Reservation:	$10.00 on-line[2] / $15.00 Agent Assisted[2]

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.
[2] No additional fee provided reservation is made at the time an airline reservation is made.

International Travel Services (continued)	Charges
Ship Reservation Adjustment:	$10.00 on-line[2] /
	$15.00 Agent Assisted[2]
Ship Rental Cancellation:	No Fee

Other Travel Services	Charges
Hotel Reservation:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Hotel Reservation Adjustment:	$0.00 on-line[2] /
	$15.00 Agent Assisted[2]
Hotel Reservation Cancellation:	No Fee
Non-Commissionable Hotel Service:	$15.00 per reservation[3]
Physical Ticket Delivery (all req'd sites):	No Fee
Emergency Ticket Delivery (all req'd sites):	No Fee
Management Reports (Section I, F10)	No Fee
Ad-Hoc (special) Report	No Fee

[2] No additional fee provided reservation is made at the time an airline reservation is made.
[3] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $15 reservation fee applies.

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/contract process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractoris excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

Click on ‘Contractors’ / click on ‘Select a report’ / select ‘Debarred Contractors’ / click on ‘Go!’

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Arlene Barrera
Title: Division Chief
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8416
Facsimile: 213-628-8463
E-Mail Address: abarrera@auditor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie K. Chung
Title: Chief Accountant
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8402
Facsimile: 213-628-8463
E-Mail Address: cchung@auditor.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Namita Patel
Title: Program Specialist III
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-0974
Facsimile: 213-628-8463
E-Mail Address: npatel@auditor.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT G

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any contracts submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Contractor Name

_____
Contractor Official Title

_____
Official's Signature

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES
MASTER AGREEMENT FOR AS-NEEDED CONTRACT AUDITS/STUDIES
COUNTY LOBBYIST ORDINANCE

Chapter 2.160 of the Los Angeles County Code

2.160.010 Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.

B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.

C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.

D.”County lobbyist” means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:

(1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;

(2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities In connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or

(3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5

E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.

F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.

G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.

H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

The term "campaign contribution" does not include:

1. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;

2. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupants home or office if the costs for the meeting or fundraising event are $500.00 or less; or

3. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

I. “Gift” means any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person claiming a payment is not a gift due to consideration received has the burden of proving that such consideration is of equal or greater value. Provided, however, the term "gift" shall not include:

1. Informational material such as books, reports, pamphlets, calendars, or periodicals, except that no payment for travel or reimbursement for any expenses shall be deemed informational material;

2. Gifts which are not used and which, within 30 days after receipt, are resumed to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

3. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person, except that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

4. Campaign contributions required to be reported under this chapter;

5. Any devise or inheritance; or

6. Personalized plaques and trophies with an individual value of less than $250.00.

2.160.020 County lobbyist registration.

A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030 or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040 each county lobbyist within 10 days of first becoming a county lobbyist shall file with the executive officer of the board of supervisors a registration containing the following information:

1. A recent three-inch by four-inch photograph of the county lobbyist;

2. The county lobbyist’s full name business address and telephone number; and

3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.

2.160.030 County lobbying firm registration.

Each county lobbying firm within 10 days of first becoming a county lobbying firm shall file with the executive officer of the board of supervisors a registration containing the following Information:

A. The full name business address and telephone number of the county lobbying firm;

B. A list of the county lobbyists who are partners owners officers or employees of the county lobbying firm;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;

D. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:

1. The full name, business address and telephone number of the contractor;

2. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;

3. The time period of the contract;

4. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;

5. If the contractor is a business entity, a description of the business activity in which it is engaged;

6. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members,

7. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic Interest which the contractor principally represents or from which its membership or financial support is principally derived;

8. The county lobbying interests of the contractor;

E. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2. 160.120 and 2.160.130.

2.160.040 County lobbyist employer registration.

Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:

A. The full name, business address, and telephone number of the county lobbyist employer;

B. A list of the county lobbyists who are employed by the county lobbyist employer;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;

D. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged.

E. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;

F. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 5O members, the names of the members;

G. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;

H. The county lobbying interests of the county lobbyist employer.

2.160.050 Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020,2.160.030 or 2.160.040, and before any attempt to influence official action behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 Quarterly reports County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.80, no later than the end of the first month after the

close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbyist during the quarter, the report shall so indicate. (Ord. 96-0045 § 1, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.070 Quarterly reports--County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

A. The full name, business address, and telephone number of the county lobbying firm;

B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;

C. The total amount of all payments received for county lobbying services;

D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:

1. The full name, address, and telephone number of the subcontractor,

2. The name of the person for whom the subcontractor was retained to lobby,

3. The total amount of payments made to the subcontractor;

F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbyist services. (Ord. 96-0045 § 2, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.080 Quarterly reports--County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends $5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

A. The full name, business address, and telephone number of the filer;

B. The total amount of all payments made to a county lobbying firm;

C. The total amount of all payments made to county lobbyists employed by the filer;

D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action. (Ord. 96-0045 § 3, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.090 Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist, county lobbying firm and county lobbyist employer shall file with the executive officer the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was $100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080. (Ord. 96-0045 § 4, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.095 Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the

amount of funding provided by each such person, firm or entity. (Ord. 96-0045 § 5, 1996.)

2.160.100 Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act.

2.160.110 Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than $50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbing firm;

B. Deceive or attempt to deceive any county official regard to any material fact pertinent to any pending or proposed official action;

C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or non-occurrence of such official action;

D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;

E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;

F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.

2.160.140 Filing fees.

Each county lobbyist, county lobbying firm and county lobbyist employer or other person or entity shall pay a filing fee of $35.00 when filing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040 and a fee of $15.00 when filing a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080 or a separate quarterly campaign contribution report pursuant to Section 2.160.090. If any such filing is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee of $250.00.

2.160.150 Enforcement.

A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.

B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.

C. The executive officer of the board of supervisors is delegated the authority to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues;

2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter

shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;

3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to $2,000.00 for each such failure to comply.

4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated and such county lobbyist, county lobbying firm or county lobbyist employer shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer until such person has satisfied all other penalties imposed under this section.

D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board.

E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter. (Ord. 96-0045 § 6, 1996: Ord. 93-0031 § 2 (part), 1993.)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Contractor organization have and will comply with it during the contract period; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date:_____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their contract.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ORDINANCE NO. 97-0072

An Ordinance amending Title 2 - Administration of the Los Angeles County code to add Chapter 2.200 relating to the Child Support Collection Program.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.200 is hereby added to the Los Angeles County Code to read as follows:

Chapter 2.200

Los Angeles County Child Support Compliance Program

Section 2.200.010 Findings and Declaration. The Board of Supervisors finds that compliance with court-ordered child, family, or spousal obligations is in the public interest and benefits all residents of the County of Los Angeles.

Non-payment of child, family and spousal support is the leading cause of childhood poverty and welfare dependency in the United States. Los Angeles County has commenced prosecuting more than 512,000 child support cases, and opens more than 7,000 new cases each month. This represents the largest local child support enforcement program in the United States. The widespread failure to comply with court-ordered child, family and spousal support obligations evidenced by this enormous caseload endangers the public health and welfare of children and families in Los Angeles County.

Unpaid support obligations have required the County and its taxpayers to protect the public health and welfare by providing a large array of otherwise unneeded social, medical and other services for the benefit of children and families to whom these support obligations are owed and to bear the cost of maintaining one of the largest support enforcement systems in the United States. Billions of dollars of unpaid support obligations have created an immense economic burden upon the County and its taxpayers.

Therefore, the Board of Supervisors establishes the goal of ensuring that individuals who benefit financially from the County through employment, contract, or by the issuance of a business license are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

It is the Board's intent to help ensure greater effectiveness of the effort to collect unpaid child support by assisting the District Attorney in identifying and tracking employment as well as business and other assets of those who owe support obligations. By its support of this Chapter and its continued efforts to gather the information necessary to successfully enforce support obligations, the Board finds that the District Attorney has made a continuing request pursuant to the Public Records Act for County Employment Information.

Section 2.200.020 Definitions. Except as expressly provided in this Section, the definitions set forth in Chapter 2.02 shall apply to construction of this Chapter. For purposes of this Chapter 2.200, the terms set forth below shall have the following significance:

A. "Business Licensee Information" means the name and social security number, if available, of an owner of record of a business who has applied for a new or renewed business license.

B. "Contractor Information" means a New or Existing Contractor's name, social security number, if available, and whether or not the contractor has been issued any payment for goods provided or services performed for Los Angeles County.

C. "Employment Information" means a New or Existing employee's name and title, and whether or not he or she receives any compensation from the County of Los Angeles insofar as disclosure of this information is authorized by the Public Records Act, Government Code §6254(c) or in response to a request made in accordance with Welfare & Institutions Code §11478, §11478.1 or §11478.8.

D. "Existing Contractor" means any individual, partnership or other entity contracted by the County to provide goods or to perform services when performance under the contract commenced prior to the operative date of this Chapter.

E. "Existing employee" means an individual who was an employee of the county prior to the operative date of this Chapter.

F. "New Contractor" means an individual, partnership or other entity contracted or seeking to contract to provide goods or to perform services for the County when performance under the contract commences on or after the operative date of this ordinance.

G. "New Employee" means an individual who becomes an employee or is reinstated as an employee of the County after the operative date of this Chapter.

H. "Principal Owner" means any individual who owns an interest of ten percent or more in a "New or Existing Contractor as defined herein.

I. "Principal Owner Information": means a Principal Owner's name and title and whether or not the Principal Owner has been issued any payment by the New or Existing Contractor.

Section 2.200.030 Operative Date. This Chapter shall become operative upon the issuance by the Chief Administrative Officer of the instructions to County Departments concerning implementation of the Chapter as provided in Section 2.200.040.

Section 2.200.040 County Reporting. For the purpose of implementing this ordinance, the Chief Administrative Officer shall prepare and issue appropriate instructions to all County Department Heads including protocols to maintain information in confidence when legally required. These instructions shall be reviewed and approved by the County Counsel prior to issuance. These instructions shall require the County to report Employment and Contractor Information to the District Attorney in order to assist the District Attorney in the performance of support enforcement activities. County Department Heads are directed to comply with these instructions and to assure that such information is reported in a timely manner to the District Attorney on a quarterly basis.

Section 2.200.050 New Employee Disclosure. Commencing with the operative date of this Chapter, all applicants for County employment shall be advised of this ordinance and that Employment Information will be reported by the Auditor-Controller to the District Attorney for the purpose of enforcing compliance with existing court-ordered support obligations and to assist in establishing court orders for support.

Section 2.200.055 Existing Employees. The Auditor-Controller shall provide Employment information concerning Existing Employees to the District Attorney within 30 days of the operative date of this Chapter and periodically thereafter at the request of the District Attorney.

Section 2.200.060 New Contractor Reporting and Compliance Certification. At the time a New Contractor submits a bid, contract or other offer to provide goods to or perform services for the County, the New Contractor shall submit therewith the following written certifications: (a) that Principal Owner information has been provided to the District Attorney with respect to the New Contractor's Principal Owners; (b) that the New Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, (c) that the New Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Section 2.200.065 Current Contractor Reporting and Compliance Certification. Within 30 days of the operative date of this ordinance, County Department Heads shall serve upon Existing Contractors a written request that they provide the following certifications on a voluntary basis: (a) that Principal Owner information has been provided to the District Attorney with respect to the Existing Contractor's Principal Owners; (b) that the Existing Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment report for its employees; and, (c) that Existing Contractor" has fully complied with all lawfully-served Wage and Earnings Assignment and will continue to maintain compliance.

Section 2.200.070 Contract Provisions and Penalties. Commencing with the operative date of this ordinance, County solicitation documents shall advise "New Contractors" that failure to submit the certifications required by Section 2.200.060 shall be grounds for a finding that the bid, contract or other offer is nonresponsive. County contracts entered into on and after the operative date of this ordinance shall expressly provide that failure to comply with State and Federal reporting requirements regarding their employees or failure to implement lawfully-served Wage and Earnings Assignment Orders or Notices of Assignment constitutes a default under the contract and failure to cure the default within 90 days of notice by the County shall subject the contract to termination.

Section 2.200.080 Reporting to the Board of Supervisors. The District Attorney shall report to the Board of Supervisors within six months of the operative date and annually thereafter concerning the effectiveness of this ordinance. Such report shall contain statistical information on the actions taken under this Chapter and may contain recommendations for amendments to it.

Section 2.200.090 Licensing Records. Upon request by the District Attorney, the Treasurer and Tax Collector is directed to report Business License Information to the District Attorney not less than quarterly.

[2200mw.coc]

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that contractor for County contracts submit certifications of Program compliance to the soliciting County department.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in contract) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in contract) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address)

_____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____
(Month and Year)

at: _____ _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the contract to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St. Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or (b) agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

CONTRACT FOR TRAVEL MANAGEMENT SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES

AND

SUNWARD ADVENTURES/CWT

DATED

November 1, 2006

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CONTRACT FOR TRAVEL MANAGEMENT SERVICES

This Contract made and entered into this _____ day of _____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES
a body corporate and politic, hereinafter referred to as "COUNTY"

AND

SUNWARD ADVENTURES/CWT, with company headquarters at 14420 Elsworth Street, #103, Moreno Valley, CA 92553, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY is desirous of contracting for travel management services; and

WHEREAS, the CONTRACTOR is in a unique position to provide such services as contained herein by virtue of the CONTRACTOR'S extensive experience in the field;

NOW, therefore, in consideration of the mutual covenants herein contained, COUNTY and CONTRACTOR hereby agree as follows:

I. MERGER

This Contract, Attachments A and B, and the Request for Proposal - Travel Management Services (RFP) dated April 2006 and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, which are hereby incorporated shall 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. If there is a conflict or inconsistency between the body of this

Contract and/or the Attachments and/or the RFP and/or the Exhibits, such conflict or inconsistency will be resolved by giving preference first to the Contract, and then to the Attachments, and then to the RFP, and then to the Exhibits.

II. STATEMENT OF WORK AND FEE SCHEDULE

COUNTY agrees to place the bulk of its travel needs through four (4) specific contractors. In turn, CONTRACTOR shall provide the services and materials set forth in Attachment A, Statement of Work. CONTRACTOR also agrees to provide all services described in the County's RFP dated April 2006. The COUNTY agrees to the fee schedule set forth in Attachment B, Fee Schedule.

1. Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
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.

III. TERM OF CONTRACT

1. The term of this Contract shall be a three-year period commencing on November 1, 2006, following execution of the contract by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. The COUNTY shall have the sole option to extend this Contract term for up to two additional one-year renewal terms for a maximum total Contract term of five years. Each such option and extension shall be

exercised at the sole discretion of the Auditor-Controller, J. Tyler McCauley or Chief of Disbursements Division, Arlene Barrera.

3. The CONTRACTOR shall notify the Department of Auditor-Controller when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Department of Auditor - Controller at the address herein provided in Exhibit F – County's Administration.

IV. WARRANTY

CONTRACTOR specifically warrants it will use its best efforts to offer the lowest logical airfare available in the travel industry's ticket reservation system at the time of booking, consistent with the COUNTY'S travel policy. If, in any specific instance, it can be shown that a lower logical airfare was available at the time of booking and CONTRACTOR did not offer it, CONTRACTOR will remit to the COUNTY the difference between the fare obtained and the lowest logical available airfare. This warranty only applies to airfares available on Contractors industry software described in RFP, and does not include airfares that are only made available on Internet websites. CONTRACTOR specifically warrants it will offer travelers motel, hotel, bus, rail, sea, and auto rental rates commensurate with the individual traveler's needs and consistent with the COUNTY'S travel policy.

CONTRACTOR warrants that it is and will be capable of providing for all of the COUNTY'S travel needs during the term hereof, that it will provide these needs on a timely and most cost-effective basis and that it has and will have the personnel, equipment, finances, experience, and expertise to so perform.

V. AUTHORIZATION WARRANTY

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

VI. DELAYS

CONTRACTOR shall promptly notify the COUNTY Project Manager, or authorized representative, and any travelers, verbally and/or in writing of the facts relating to any case that has or may result in delay or failure to perform. CONTRACTOR shall not be held accountable for failure in performance of this service contract in accordance with its terms if such failure can be shown by CONTRACTOR to have arisen from causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, labor strike, including supplier strikes, defaults, delays, shortages of transportation facilities, fuel, labor, epidemics, quarantine restriction, and inclement weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If failure to perform does occur, CONTRACTOR shall not be deemed at fault unless (1) the services to be furnished were obtainable from other sources at comparable cost and schedule, (2) the COUNTY shall have directed CONTRACTOR in writing to procure such services from such other sources, and (3) CONTRACTOR shall have failed to comply reasonably with such directives.

VII. ADDITIONAL PROVISIONS OF CONTRACT

A. Termination For Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
    - Stop work under this Contract on the date and to the extent specified in such notice, and
    - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section XIX - Record Retention & Inspection/Audit Settlement.

B. Termination for Default

1. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Project Manager:
    - CONTRACTOR has materially breached this Contract; or

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

2. **CONTRACTOR'S failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.**
3. In the event that the COUNTY terminates this Contract in whole or in part as provided in Section VII.B.1 – Additional Provision of Contract, Termination for Default, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
4. Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section VII.B.3 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR.

Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section VII.B.4, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

5. If, after the COUNTY has given notice of termination of the Contract for default, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section VII.B - Additional Provision of Contract, Termination for Default, or that the default was excusable under the provisions of Section VII.B.4 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section VII.A – Additional Provision of Contract, Termination for Convenience.
6. The rights and remedies of the COUNTY provided in this Section VII.B – Additional Provision of Contract, Termination

for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. Termination for Insolvency

1. The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
    - Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
    - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
    - The appointment of a Receiver or Trustee for the CONTRACTOR; or
    - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
2. The rights and remedies of the COUNTY provided in this Section VII.C – Additional Provision of Contract, Termination for Insolvency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination for Improper Consideration

1. The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form,

was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

2. The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Material Changes

The parties hereby recognize that the financial terms of this Contract are based upon certain assumptions about standard travel industry conventions, and about COUNTY'S service requirements. If there is a material change (i) in any rules, orders, laws, or regulations, whether by a court of law, a government entity, an airline, the International Airline Travel Agency Network or the Airline Reporting Corporation, or any other applicable governing body, governing the manner in which CONTRACTOR or other travel agents may operate, or (ii) in COUNTY'S service configuration or service needs, any of which result in additional fees, losses, costs, surcharges or expenses being imposed on CONTRACTOR to

perform this Contract, then upon notice to COUNTY, CONTRACTOR will have the right, upon approval by the COUNTY in the sole discretion of the Auditor-Controller as outlined below, beginning on the date of such material change, to increase the Transaction Fee in an amount as reasonably necessary to compensate CONTRACTOR for such additional fees, losses, costs, surcharges or expenses. CONTRACTOR will (1) notify the COUNTY Project Manager via e-mail and/or fax within twenty-four (24) hours after CONTRACTOR determines to increase the Transaction Fee as a result of a material change and (2) provide COUNTY with written notice (Notice) of any such change in the Transaction Fee. The Notice to COUNTY shall be provided as indicated on Section XXIV - Notices.

If upon receipt of such Notice, COUNTY does not accept the new Transaction Fee, COUNTY may terminate this Contract immediately upon written notice to CONTRACTOR within 15 business days of receipt of the Notice. Failure to provide written notice of termination within 15 business days shall constitute COUNTY'S acceptance of the new Transaction Fee.

Notwithstanding anything in this Contract to the contrary, neither CONTRACTOR, nor any of CONTRACTOR'S parent, affiliated or subsidiary companies, nor any of CONTRACTOR or its respective employees, officers, directors, representatives or agents, are responsible or liable for any loss, damage, delay, inconvenience or injury to any person(s) which results from or arises out of: (1) any Supplier's breach of contract, any Supplier's failure to comply with applicable laws, or any Supplier's intentional, negligent or wrongful actions or omissions; or (2) any other acts, omissions, negligence or conditions outside of CONTRACTOR'S control, including, without limitation, terrorist activities, social or labor unrest, mechanical or

construction failures or difficulties, diseases, local laws, and climactic conditions. "Supplier" means any entity providing travel related services, including but not limited to, air, ground or water transportation, or accommodations, meals, tours, etc.

Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from this Contract or relating to the obligations hereunder.

F. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the 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 the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

G. Change Orders and Amendments

No representative of either COUNTY or CONTRACTOR, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section VII.G, Change Orders and Amendments.

1. COUNTY reserves the right to change any portion of the work or procedure required under this Contract, or amend such other terms and conditions, as may become necessary. All Changes or amendments hereunder are subject to mutual Contract of the parties and any such revision shall be accomplished in the

following manner:

a. For any change which affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Contract, a Change Order shall be executed by both the Auditor-Controller and CONTRACTOR, with written concurrence of County Counsel. To the extent that changes do not impact either the scope of work, cost or payment schedules or amounts under this CONTRACT, the Auditor-Controller, in it's discretion, may approve changes in writing for the work listed in the Statement of Work or otherwise in this CONTRACT provided that the Term of this CONTRACTOR is not extended.

b. Notwithstanding any other provision of this Section VII.G, Change Orders and Amendments or Section VII.A, Termination for Convenience, the Auditor-Controller with written concurrence of County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Contract, and, for this purpose, the Auditor-Controller, with written concurrence of County Counsel, is authorized to prepare and sign amendments to this Contract which reduce the Statement of Work and the transaction or other fees without further action by the Board.

c. Such notices and amendments as described in Section VII.G. 1.c shall be authorized under the following conditions:

   i. Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

   ii. The Auditor-Controller shall obtain approval of County Counsel for any notice or amendment.

d. Change Order: Any "Change Order" proposed or executed by mutual Contract of the parties shall include:

i. A functional description of the work or procedure to be performed or changed under the Change Order and a statement which explains and certifies that such work or procedure is outside the scope of work required of CONTRACTOR under this Contract;

ii. If applicable, the transaction or other fee required for the revised work or procedure; and

iii. A recitation of the task or procedure to which such Change Order relates.

e. Fees: CONTRACTOR'S fees under the proposed Change Order shall be valid through the term of this Contract.

H. Local Small Business Enterprise (SBE) Preference Program

1. This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. Refer to COUNTY of Los Angeles Policy on Doing Business with Small Business, Exhibit A.

2. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3. The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

4. If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
   a. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
   b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
   c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

I. Compliance with the COUNTY'S Jury Service Program

1. 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 as Contractor Employee Jury Services, Exhibit B and incorporated by reference into and made a part of this Contract.

2. Written Employee Jury Service Policy.

   a. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

   b. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The CONTRACTOR must so indicate in the Jury Service Program Certification Form and Application for Exception, attached as Exhibit C. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

d. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its

sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

J. CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to and Notice to Employees Regarding the Safely Surrendered Baby Law

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

Information on how to receive the poster can be found on the Internet at www.babysafela.org. Refer to Safely Surrendered Baby Law, Exhibit D.

Additionally, the CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, the fact sheet set forth in Exhibit D regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby.

K. Budget Reductions

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in

the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

L. Consideration of Hiring COUNTY Employees Targeted for Layoff/or Re-employment List

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

M. Employment Eligibility Verification

1. The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other

documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

N. Complaints

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

1. Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
2. The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
3. If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

4. If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
5. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

VIII. INDEPENDENT CONTRACTOR STATUS

1. This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
3. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers'

Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

4. The CONTRACTOR shall adhere to the provisions stated in Section XXVII - Confidentiality.

IX. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the 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 the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the 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;
- 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; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the 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.

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 the COUNTY.
3. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may

purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:
   - 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 the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
   - Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
   - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
   - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
5. Compensation for COUNTY Costs: In the event that the 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 the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
6. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

B. Insurance Coverage Requirements

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

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the 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

4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent or wrongful act of proposed CONTRACTOR, its officers, or employees with limits of not

less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the proposed Contract.

5. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

   Employee Dishonesty: $50,000

X. LANGUAGE AND UNITS OF MEASUREMENT

Everything related to the performance of this Contract shall be written in the English language and all numerical data furnished herein shall use the foot-pound-second system of units of measurement.

XI. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

XII. WARRANTY AGAINST CONTINGENT FEES

1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

2. For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

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

XIV. COMPLIANCE WITH LAWS

A. Compliance with Applicable Law

1. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
3. If applicable, CONTRACTOR will assist COUNTY in complying with applicable laws, rules and regulations of local, state or federal governments, airlines, or of the Airlines Reporting Corporation

(ARC) and the International Airlines Travel Agent Network (IATAN). The parties agree to take all reasonable measures to protect against the misappropriation or misuse of ARC traffic documents, including ticket stock and identification plates.

B. Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit H – Contractor's EEO Certification.

XV. DELEGATION AND ASSIGNMENT

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

2. Shareholders, partners, members, or other equity holders of

CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this 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 CONTRACTOR.

XVI. SUBCONTRACTING

1. The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance express written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

2. If the CONTRACTOR desires to subcontract, the CONTRACTOR

shall provide the following information promptly at the COUNTY'S request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

3. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

4. The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
5. The COUNTY'S Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
6. The COUNTY'S Project Manager shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
7. The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

before any Subcontractor employee may perform any work hereunder.

XVII. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

XVIII. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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. Refer to Listing of Contractor Debarred in Los Angeles County, Exhibit E.

B. Chapter 2.202 of the County Code

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

C. Non-responsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY Project Manager will notify the CONTRACTOR in writing of the evidence which is the basis

for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY Project Manager shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a

bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

XIX. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. CONTRACTOR will make itinerary and billing information available electronically, and will e-mail records to the COUNTY upon request. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided

by applicable Federal or State law or under this Contract. Subject to

applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of the CONTRACTOR to comply with any of the provisions of the Section XIX - Record Retention and Inspection/Audit Settlement shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

XX. <u>DISCLOSURE OF INFORMATION</u>

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 CONTRACTOR from publicizing its role under this Contract within the following conditions:

1. CONTRACTOR shall develop all publicity material in a professional manner.
2. During the course of performance on this Contract, 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 consent of the COUNTY'S Chief Administrative Officer and COUNTY Counsel.

XXI. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

XXII. VALIDITY

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

XXIII. WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies of COUNTY herein reserved shall be cumulative and additional to any other rights and remedies provided in law or equity.

XXIV. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in County's Administration, Exhibit F, and Contractor's Administration, Exhibit G. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Auditor-Controller, Mr. J. Tyler McCauley or Chief of Disbursements Division, Ms. Arlene Barrera shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract. Notwithstanding the foregoing, notices pursuant to Section VI.E - Material Changes shall be given by e-mail and/or fax.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

XXV. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. The CONTRACTOR shall certify to, and comply with, the provisions of Contractor's EEO Certification, Exhibit H.
3. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State

anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

4. The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section XXV - Nondiscrimination and Affirmative Action when so requested by the COUNTY.
7. If the COUNTY finds that any provisions of this Section XXV - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated

Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8. The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

XXVI. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
2. The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of

this Section shall be a material breach of this Contract. Refer to Certification of No Conflict of Interest, Exhibit I.

XXVII. CONFIDENTIALITY

1. The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
2. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
3. The CONTRACTOR shall sign and adhere to the provisions set forth in Contractor Acknowledgement and Confidentiality Contract, Exhibit J.

XXVIII. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Exhibit K (County Code Chapter 2.160) and Familiarity with the County Lobbyist Ordinance Certification, Exhibit L. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

XXIX. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

XXX. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

1. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. Refer to Attestation of Willingness to Consider GAIN/GROW Participants, Exhibit M. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
2. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

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

1. The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
2. As required by the COUNTY'S Child Support Compliance Program,

Exhibit N, (County Code Chapter 2.200, Ordinance No. 97-0072) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Refer to Child Support Compliance Program Certification, Exhibit O.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section XXXI - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section VII.B – Additional Provision of Contract, Termination for Default of CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

XXXIII. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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.

XXXIV. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S RECYCLED PAPER POLICY

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

XXXV. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

IN WITNESS WHEREOF, the parties have executed this Contract by causing it to be

subscribed by their duly authorized representatives as of _____ day of _____, 2006 and effective as of the 1st day of November, 2006.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest:

_____
Sachi A. Hamai,
Executive Officer of the Board of Supervisors
COUNTY of Los Angeles

By _____
Deputy

SUNWARD ADVENTURES/CWT

By_____

Name_____

Title_____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL:

By_____
Brandi M. Moore
Senior Associate COUNTY Counsel

ATTACHMENT A

STATEMENT OF WORK

I. SERVICES TO BE RENDERED

A. Authorized Official Travel: The CONTRACTOR shall provide or arrange for travel services for authorized official travel including:

1. Transportation reservations for air (Domestic, International, and the California Local Government Airfare Program, through YCLA/VCAL or through the Southwest Airlines "SWABIZ" program), rail, bus, and ship carriers, including the delivery of tickets.
2. Vehicle rental services.
3. International travel, including assistance in obtaining passports, visas, and advice on documents regarding health requirements.
4. Reservations for lodging in hotels and motels.
5. Detailed traveler's itineraries. (NOTE: Copies of itineraries must be provided to traveler, as well as e-mail a copy to the Los Angeles COUNTY Travel Coordinator at CTC@auditor.lacounty.gov whenever arrangements are made.)
6. Management information and billing reports documenting all transactions on a monthly basis.
7. The coordination/arrangement of seminars, meetings, workshops and the like conducted by COUNTY agencies. This includes but is not limited to the following areas: booking conference rooms and lodging, arranging meals and transportation, renting audio-visual equipment, and related services. Additional fees, and if necessary, a separate contract, may apply to the rendering of these services.

B. Countywide Travel Management Seminar:

1. The CONTRACTOR shall offer travel management seminars at least once annually to all COUNTY travel coordinators and other interested parties. These seminars shall address access to your travel

management company's services, cost saving ideas, service satisfaction surveys, etc. CONTRACTOR shall provide other briefings deemed necessary by the COUNTY to remedy any procedural issues, which may arise.

2. CONTRACTOR shall contribute $200.00 per annum for the Countywide Travel Management Seminar. This fee will include costs associated with booking conference room, renting audio visual equipments, purchase of food and related items/services.

C. Employee Private Travel Needs: The CONTRACTOR shall also provide appropriate services for the personal travel needs of approximately 93,000 COUNTY employees and their families, if requested by employees.— Employees shall pay the CONTRACTOR directly from their own personal funds for these services, and separate transaction fees may also apply. COUNTY shall not pay or be responsible for any travel expenses incurred by COUNTY employees or their families for personal travel. It is expressly understood that the COUNTY has no obligation to advise its employees of these services or to otherwise promote such services.

II. CONTRACTOR REQUIREMENTS

A. Facility Requirements: The CONTRACTOR must provide office space for CONTRACTOR personnel. COUNTY office space will not be provided for CONTRACTOR use.

B. Staffing Requirements: The CONTRACTOR shall provide an account manager and other personnel who are experienced in arranging transportation via all modes and are familiar with lodging establishments and vehicle rental firms. CONTRACTOR'S account manager and other personnel shall be experienced in operating the automated reservation and ticketing equipment to be used in performance of this Contract. CONTRACTOR'S account manager shall have a minimum of three years' travel agency experience, at least one year of which must have been managing a

corporate account with billings in excess of $100,000. Other personnel (including reservation agents) assigned to this account shall have at least one full year's of travel agency experience in the delivery of high volume travel services. The account manager either shall be, or shall report directly to, the CONTRACTOR'S Project Manager. The Project Manager shall cooperate closely with the responsible COUNTY Project Manager.

C. Equipment: The CONTRACTOR shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communication services and related items necessary to conduct operations to fulfill the contract requirements.

D. Working Hours-Emergency Services: The CONTRACTOR shall provide daily service compatible with the COUNTY'S normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The CONTRACTOR shall provide emergency services outside of working hours through traveler access to a 24-hour, toll-free telephone number.

E. Telephone System Services: During COUNTY'S business hours, the CONTRACTOR shall provide adequate number of agents to handle all incoming calls. All calls shall be answered within three (3) rings. If all agent lines are busy, callers shall be given an option to hold or to leave a message. An agent shall return all messages within fifteen (15) minutes. For those calls that are urgent, CONTRACTOR shall maintain a 24-hour, toll-free emergency phone line.

CONTRACTOR shall monitor all occasions where the caller is placed on hold prior to speaking with a travel agent. In addition, it is understood that COUNTY will notify CONTRACTOR if COUNTY employees are repeatedly

being placed on hold or receiving a busy signal. CONTRACTOR will then be

responsible for responding to this notification and proposing a corrective action plan within five (5) business days.

F. County Travel Policy: CONTRACTOR shall operate under the following guidelines when providing services for the COUNTY:

1. Lowest Cost Policy It is the COUNTY'S policy to obtain the lowest possible fares for authorized official government travel. Lowest cost will be obtained by:

   a) Routing Generally, the least expensive airline routing will be used.

   b) Declining Added Cost Travel Incentives Travel incentives, premium gifts, awards or prizes offered by airlines and other travel providers to COUNTY employees shall not be considered in the interest of obtaining the lowest possible published fares.

   c) Recommending Alternate Scheduling At least three alternate departure and return schedules will be offered to all travelers in the interest of obtaining the lowest possible published fare in the travel industry's reservation systems.

   The COUNTY maintains a Travel Policy, which will be provided to the CONTRACTOR, and will be expected to support its provisions.

   d) Declining Lowest Fares The CONTRACTOR shall maintain information relating to COUNTY employees who refused the lowest possible published airfares, including the reason why the airfares were declined (e.g., alternate airport not acceptable, direct flight needed, no red-eye flight, etc.).

2. Transportation Services The CONTRACTOR shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e., air (Domestic, SWABIZ), rail, bus, and ship. Except for electronic ticketing, all air passenger tickets must be issued only from approved ARC ticket stock. Generally, the COUNTY Travel Policy prohibits the

use of first-class fares. Exceptions will be granted by the COUNTY Project Manager on an individual basis. The CONTRACTOR must obtain prior authorization from the COUNTY Project Manager or Project Monitor before booking any First Class airfares.

a) Full coach fares may be offered only if no other reduced fares are available.

b) The CONTRACTOR shall make adjustments for any change(s) in flight, train, bus, or ship schedules. Tickets and billings shall be modified or reissued to reflect these changes.

c) If fees are required, the CONTRACTOR shall inform travelers of the amounts to be charged on processing, adjustment, cancellation, and 'emergency service' (outside of business hours) for every air or rail ticket issued.

d) The CONTRACTOR, if notified, shall make a timely effort to notify travelers of airport closings and canceled or delayed flights.

e) The CONTRACTOR shall provide to the COUNTY reservation and ticketing services normally accorded to corporate or private travelers. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes outside regular business hours. (NOTE: the CONTRACTOR shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the Contract and that such subcontractor shall have access to appropriate records of the traveler. All subcontracts require prior COUNTY approval.) The CONTRACTOR shall not offer collect call access as the sole means of satisfying this requirement.

f) The CONTRACTOR shall utilize industry software to provide advance seat assignment, preferred seating waitlist, last seat availability, and lowest airfare waitlist on all airlines for which the CONTRACTOR claims to offer reservation services.

g) The CONTRACTOR shall utilize the travel industry's reservation system to verify lowest fare between booking and departure date for all tickets issued. If, between booking and departure, a lower fare becomes available, the CONTRACTOR shall attempt to contact the traveler and offer to reissue the tickets provided the fare savings is at least $50.00 greater than the associated cancellation fee or change fees.

h) The CONTRACTOR shall offer COUNTY access to an online reservation system for booking airline travel and, if possible, making car rental and hotel reservations. The online reservations system will be managed in accordance with the COUNTY Travel Policy.

3. <u>International Travel Services</u>

a) The CONTRACTOR shall arrange for international travel, including reservations and ticket delivery for air, rail, bus, or ship transportation and reservations for hotel/motel accommodations and for car rental services.

b) The CONTRACTOR shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.

c) The CONTRACTOR shall provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing, which are appropriate, or essential, national and religious holidays, location of American embassies and consulates, etc.

d) The CONTRACTOR shall provide information on such matters as foreign currency exchange rates, securing auto insurance in

conjunction with foreign car rentals, excess baggage requirements and fees.

e) The CONTRACTOR shall advise travelers on the means for obtaining passports and visas for foreign travel.

4. Lodging Services

a) The CONTRACTOR shall provide lodging reservations. This service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. Hotel reservations shall not be billed to the COUNTY'S Air BTA. Individual travelers will pay for hotel accommodations, and obtain reimbursement directly from the COUNTY.

b) The CONTRACTOR shall endeavor to obtain discounted government and government CONTRACTOR rates for government travelers. If necessary to obtain government rates, the CONTRACTOR shall call such hotels directly, rather than by toll-free numbers. The CONTRACTOR shall also make available to the COUNTY any guaranteed corporate or other discount rates it has negotiated at these or other hotels.

5. Rental Vehicles The CONTRACTOR shall offer to reserve commercial rental vehicles in accordance with the COUNTY Travel Policy and include such information on the traveler's itinerary. Rental Contracts negotiated by COUNTY shall be used if they are more economical than rates available to the CONTRACTOR.

6. Seminars and Meetings The CONTRACTOR shall assist in making all arrangements necessary for the presentation of seminars and meetings for COUNTY personnel and agencies. Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging and meals, transportation to the seminars or meeting site, clerical support, audio-visual equipment and all other related functions. The CONTRACTOR shall document that such services are competitively obtained from the lowest-cost bidder that complies with the requesting agency's quality standards. Additional

fees, and if necessary, a separate contract, may apply to the rendering of these services. Minimal activity is anticipated for this service.

7. Traveler's Itineraries The CONTRACTOR shall provide to each traveler a complete written trip itinerary including, but not limited to, the following:

   a) Carrier(s);

   b) Flight, train, bus and voyage number(s);

   c) Departure and arrival time(s) for each segment of the trip, identifying meals or other amenities provided;

   d) Ground transportation facilities (e.g., taxi or shuttle bus) at destinations(s) when requested;

   e) Name, travel period, confirmation number, phone number and location of hotel/motel and room rates booked by the CONTRACTOR at each destination; and

   f) Name, travel period, confirmation number, phone number and location of rental cars and rates booked by the CONTRACTOR at each destination.

   g) Traveler Cost Center Information: Employee Number, Department Number, Unit Number

8. Ticket Delivery Electronic tickets are used in most instances. However, in the event a paper ticket is needed, CONTRACTOR agrees to deliver tickets and itineraries to the COUNTY Hall of Administration, 500 W. Temple Street, Room 502, Los Angeles, CA 90012. In addition, the CONTRACTOR agrees to arrange and/or provide overnight delivery service to a maximum of 4 additional sites within the COUNTY, as specified by the Auditor-Controller. Tickets shall routinely be provided not later than two business days in advance of scheduled travel date unless the COUNTY agency otherwise requests. The CONTRATOR shall be able to provide emergency ticket delivery at various COUNTY locations, or arrange for emergency prepaid tickets at an appropriate Airport within two

hours' notice by the COUNTY agency. The CONTRACTOR shall also be able to provide for the delivery of tickets to outlying COUNTY offices by express service when requested, in accordance with control procedures approved by the COUNTY.

9. Monthly Management Reports The Contractors shall provide management information reports to the COUNTY for reconciliation and informational purposes. Reports shall be based on monthly billing cycle. Additionally, **report legends shall be provided where special, abbreviated codes are used**. At a minimum, the Contractors shall submit to the Auditor-Controller the following reports within 15 business days after the end of the month:

   (a) Detail Billing Report - A detail report which provides for the reconciliation of billings to the COUNTY'S credit card with only airline tickets issued. The report must display the employee name, employee number, department number, unit number, travel itinerary information (ticket number, routing information, departure date, and invoice date), and ticket amount. This report shall be arranged by unit number sequence. In addition, this report must show sub-totals by unit number and grand total of billing report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (b) Trip Detail Report – A detail report of alphabetical listing arranged by department number and unit number sequence. The report must display employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report must show sub-totals for by department number and unit number sequence and grand total of the report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (c) Savings Exception Detail Report - A detail report indicating the instances whereby a traveler declines the purchase of the lowest available airfare offered. This report shall be arranged

in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, full fare, low fare, fare paid, savings from full fare, savings lost (fare paid minus low fare), and reason lower fare ticket was declined.

(d) Transaction Fee Detail Report – A detail report listing transaction fee charged per transaction. Transaction fees may include airline reservation fee, emergency travel service fee, after-hours service fee, hotel/car reservation fee, airline reservation adjustment fee, and airline ticket refund fee. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, transaction fee type, and fee amount. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(e) Refund Ticket Detail Report – A detail report listing refunded ticket information. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, refund amount, and refund reason. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(f) Unused Refundable Ticket Detail Report – A detail report of all unused tickets that are identified as refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this

report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(g) Unused Non-refundable Ticket Detail Report – A detail report of all unused tickets that are identified as non-refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(h) Car Rental Activity Detail Report - A detail report of all car rental activities indicating the employee name, employee number, department number, unit number, invoice number, rental location, rental agency, car type, pickup date, number of days rented, total rental cost, and average cost of rental per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(i) Rail Activity Detail Report - A detail report of all rail tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(j) Hotel Reservation Detail Report - A detail report of all hotel reservations indicating the employee name, employee number, department number, unit number, invoice number, hotel location, hotel name, number of days stayed, total cost,

and average cost of stay per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(k) Bus Travel Detail Report - A detail report of all bus tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(l) Sea Travel Detail Report - A detail report of all sea tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(m) Prepaid Ticket Detail Report – A detail report of all tickets purchased in advance by COUNTY travelers indicating the traveler name, invoice number, travel itinerary, and ticket amount. This report shall be arranged in traveler last name sequence. In addition, this report shall show report grand totals.

The following reports will be used for informational and research purposes and shall be in summary report format. The summary reports must include month-end and year-to-date totals:

(n) Monthly Travel Summary Report – A summary report indicating total ticket count and amount, average ticket price,

total miles traveled, cost per mile, savings, and savings lost.

This report shall be in month sequence and show report grand totals.

(o) Travel Summary Report - A summary report of top airlines indicating sales volume (gross and net), cost, savings, and savings lost by domestic and international travel. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), and hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages). This report shall include month-end and year-to-date totals.

(p) Executive Summary Report – A summary report displaying airfare analysis of total number of invoice, full fare, low fare, refunds, and exchanges with volume and cost associated for each item. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), top car chains with volume, hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages), and top hotel chains. This report shall include month-end and year-to-date totals.

(q) Top Carrier Cost Summary Report – A summary report of top airline carriers displaying volume and cost, percentage for volume and cost, and average cost. This report shall be printed by carrier rank sequence. In addition, this report shall show report grand totals and include month-end and year-to-date totals.

(r) Top O&D Market Pairs with Carrier Summary Report - A summary report of “city-pairs” indicating volume, cost, average cost, and airlines utilized for each “city-pair.” This report shall be printed by top “city-pair” sequence. In addition,
this report shall have sub-totals by “city-pair” rank and report

grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(s) Car Agency Summary Report by City - A summary report of car rental activity for each city indicating the number of car rental days, rental cost, average rental days, and average rental cost. This report shall be printed by top car agency sequence. In addition, this report shall have sub-totals by car agency and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(t) Top Hotel Cities with Hotel Property Name - A summary report of hotel reservation activity for each city indicating the number of nights stayed, hotel cost, average room rate, and name and location of hotel. This report shall be printed by top hotel sequence. In addition, this report shall have sub-totals by city and hotel and report grand totals.

G. Invoicing and Payment:

1. Payment for Travel Whenever possible, the Contractors shall charge the cost of COUNTY travel services to the COUNTY'S BTA.

2. Non-Credit Card Payments Payments for services rendered under this contract and not payable through the COUNTY'S commercial credit card account shall be due and payable thirty (30) days after the COUNTY'S receipt of CONTRACTORS' invoices. Reimbursement by the COUNTY to the Contractors for transportation services will be limited to actual carrier rates and/or fares effective for air, rail, bus and ship tickets issued to COUNTY travelers for official travel. **All transaction/processing fees listed on the Contractors' invoices must include corresponding traveler's information (Dept. No., Employee No., Employee Name and Unit No.) for the actual billing month the expenses are incurred.**

(a) Other compensation for services provided under this contract may be in the form of commissions received by the Contractors from carriers and suppliers of rental vehicles, lodging and other related travel services. The COUNTY accepts no responsibility or liability for payment of such commissions.

(b) Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences and the CONTRACTOR is making such arrangements on behalf of the COUNTY, the COUNTY shall pay the vendor directly.

3. Refunds

a) Refunds for unused, downgraded or exchanged tickets shall be credited to the COUNTY'S BTA. The CONTRACTOR shall identify each refund by original ticket number, traveler name, employee number, department number, department unit number and other appropriate identifying numbers, and include this information on appropriate management reports.

b) Refunds for tickets purchased through the COUNTY'S BTA shall be immediately credited to that account.

c) Under no circumstances shall the CONTRACTOR provide any COUNTY employee or traveler with a cash refund of tickets charged to the COUNTY'S BTA.

d) In circumstances where the CONTRACTOR issued pre-paid tickets and electronic tickets for official COUNTY travel, Contractors shall monitor the use of these tickets. In the event a pre-paid ticket or electronic ticket is not used by the traveler, the Contractors will be required to recover the cost of the ticket from the airline, if refundable, and shall credit the COUNTY'S BTA. If non-refundable, Contractors will monitor the unused ticket until it is used or expired.

4. Unauthorized Travel The COUNTY will only pay for authorized official government travel. The COUNTY and CONTRACTOR shall develop authorization procedures jointly. At a minimum, the COUNTY may require that the CONTRACTOR maintain a list of persons authorized to book travel for each department and verify that the caller is on the authorized list. In addition, when making travel reservations, CONTRACTOR **must** obtain departmental number, department unit number, and employee number from the traveler. COUNTY employees will not be discouraged from using the CONTRACTOR for personal travel, but must pay the CONTRACTOR directly for these services from their own personal funds; the COUNTY assumes liability only for authorized, official, COUNTY travel.

ATTACHMENT B

FEE SCHEDULE

FINANCIAL ARRANGEMENT

1. DEFINITIONS

- Transaction Fee: A Transaction Fee in accordance with Section 4 of this Fee Schedule will apply for each transaction. "Transaction" means an air, car, bus, ship or rail ticket issued. The Transaction Fee shall be charged at the point-of-sale of each transaction, and shall be billed through Sunward Adventures/CWT's Business Travel Account (BTA).
- Fees: Transaction Fees, ticket delivery fees, emergency service fees, report fees and any other fees or expenses owed by COUNTY to CONTRACTOR hereunder.
    - Cancellation: A ticketed air, car, rail, ship or bus reservation is cancelled.
    - Adjustment Fee: A transaction fee will be charged only when any of the following occur:
        a. Changes made to the outbound flight on a fully refundable ticket.
        b. Any change made on a non-refundable ticket.
- YCAL/VCAL Ticket: An unrestricted, fully refundable electronic ticket issued by various major airlines.
- SWABIZ Ticket: An unrestricted, fully refundable electronic ticket issued by Southwest airline.
- Reimbursement Period: Each calendar quarter is referred to as a "Reimbursement Period."
- Contract Year: A Contract Year is the 12-month period from the first day of the month following the date of the award by the COUNTY Board of Supervisors.

2. BILLING AND PAYMENT

The Transaction Fee shall be charged at the point-of-sale of each transaction. The COUNTY authorizes CONTRACTOR to charge the Transaction Fee to the

COUNTY'S credit card program through individual travelers' corporate charge or credit cards, or through Sunward Adventures/CWT's Business Travel Account (BTA). At the end of each Reimbursement Period, CONTRACTOR shall determine the total amount of charged Transaction Fees for that Reimbursement Period. CONTRACTOR shall charge the Transaction Fee at the same time the transaction itself is charged. Each Transaction Fee must be associated with a transaction and with a COUNTY Department Number, Unit Number, and Employee Number.

3. OPTIONAL SERVICES

Optional Services or products which COUNTY may utilize such as Consulting Services, Meetings and Incentive Travel, Web-Based Management Reporting, Online Booking and Electronic Ticketing Products, Third-party software products, and additional Travel Services, including without limitation, Visa and Passport Services, Meet and Greet, and VIP Services, will entail additional fees and, in some cases, a separate Contract.

4. FEES/COSTS TO COUNTY

Domestic Air Travel Services	Charges
Non-YCAL Ticket Processing via Internet:	$10.00 per ticket
Non-YCAL Ticket Processing with Agent Assistance:	5% of ticket price, with a minimum of $15.00 per ticket and a maximum of $25.00 per ticket.
Non-YCAL Ticket Adjustment:	$10.00[1] per ticket
Non-YCAL Ticket Cancellation:	No Fee

Domestic Air Travel Services (continued)	Charges

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.

YCAL/VCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted
YCAL/VCAL Ticket Adjustment:	$10.00[1] per ticket
YCAL/VCAL Ticket Cancellation:	No Fee
SWABIZ Ticket Processing with Agent Assistance:	5% of ticket price, with a minimum of $15.00 per ticket and a maximum of $25.00 per ticket.
SWABIZ Ticket Adjustment:	$ 10.00[1] per ticket
SWABIZ Ticket Cancellation:	No Fee
Voiding of Domestic Ticket:	$10.00[2]
Refund of Domestic Ticket:	$10.00

International Air Travel Services	Charges
Non-YCAL Ticket Processing via Internet:	$10.00 per ticket
Non-YCAL Ticket Processing with Agent Assistance:	5% of ticket price, with a minimum of $15.00 per ticket and a maximum of $40.00 per ticket.
Non-YCAL Ticket Adjustment:	$10.00[1] per ticket
Non-YCAL Ticket Cancellation:	No Fee
YCAL/VCAL Ticket Processing:	$10.00 on-line / $15.00 Agent Assisted

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.
[2] Only available up to 24 hours after ticket is issued.

International Air Travel Services (continued)	Charges

YCAL/VCAL Ticket Adjustment:	$10.00[1] per ticket
YCAL/VCAL Ticket Cancellation:	No Fee
Voiding of International Ticket:	$10.00[2]
Refund of International Ticket:	$10.00

Other Travel Services	Charges
Hotel Reservation:	$10.00 per reservation[3]
Hotel Reservation Adjustment:	No Fee[3]
Hotel Reservation Cancellation:	No Fee[3]
Car Reservation:	$10.00 per reservation[3]
Car Rental Adjustment:	No Fee[3]
Car Rental Cancellation:	No Fee[3]
Bus Ticket:	No Fee[3]
Bus Ticket Adjustment:	No Fee[3]
Bus Ticket Cancellation:	No Fee[3]
Rail Ticket:	No Fee[3]
Rail Ticket Adjustment:	No Fee[3]
Rail Ticket Cancellation:	No Fee[3]
Ship Ticket:	No Fee[3]
Ship Ticket Adjustment:	No Fee[3]
Ship Ticket Cancellation:	No Fee[3]

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.
[2] Only available up to 24 hours after ticket is issued.
[3] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $10-$25 reservation fee applies.

Other Travel Services (continued)	Charges

Non-Commissionable Hotel Service:	$10.00 per reservation[4]
Emergency Services via Sunward's cell phone notification:	No Fee
Emergency Services via Carlson Wagnolit's after hours services:	$20.00 per call
Physical Ticket Delivery (all req'd sites):	$15.00 to $25.00 per ticket[5]
Emergency Ticket Delivery (all req'd sites):	$15.00 to $25.00 per ticket[5]
Management Reports (Section I, F10)	No Fee
Ad-Hoc (special) Report	No Fee

[4] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $10 reservation fee applies.
[5] Charges based on type of carrier (UPS, FedEx, DHL, or California Overnight)

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/contract process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractoris excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

Click on ‘Contractors’ / click on ‘Select a report’ / select ‘Debarred Contractors’ / click on ‘Go!’

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Arlene Barrera
Title: Division Chief
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8416
Facsimile: 213-628-8463
E-Mail Address: abarrera@auditor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie K. Chung
Title: Chief Accountant
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8402
Facsimile: 213-628-8463
E-Mail Address: cchung@auditor.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Namita Patel
Title: Program Specialist III
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-0974
Facsimile: 213-628-8463
E-Mail Address: npatel@auditor.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT G

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any contracts submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Contractor Name

_____
Contractor Official Title

_____
Official's Signature

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES
MASTER AGREEMENT FOR AS-NEEDED CONTRACT AUDITS/STUDIES
COUNTY LOBBYIST ORDINANCE

Chapter 2.160 of the Los Angeles County Code

2.160.010 Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.

B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.

C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.

D.”County lobbyist” means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:

(1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;

(2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities In connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or

(3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5

E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.

F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.

G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.

H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

The term "campaign contribution" does not include:

1. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;

2. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupants home or office if the costs for the meeting or fundraising event are $500.00 or less; or

3. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

I. “Gift” means any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person claiming a payment is not a gift due to consideration received has the burden of proving that such consideration is of equal or greater value. Provided, however, the term "gift" shall not include:

1. Informational material such as books, reports, pamphlets, calendars, or periodicals, except that no payment for travel or reimbursement for any expenses shall be deemed informational material;

2. Gifts which are not used and which, within 30 days after receipt, are resumed to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

3. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person, except that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

4. Campaign contributions required to be reported under this chapter;

5. Any devise or inheritance; or

6. Personalized plaques and trophies with an individual value of less than $250.00.

2.160.020 County lobbyist registration.

A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030 or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040 each county lobbyist within 10 days of first becoming a county lobbyist shall file with the executive officer of the board of supervisors a registration containing the following information:

1. A recent three-inch by four-inch photograph of the county lobbyist;

2. The county lobbyist’s full name business address and telephone number; and

3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.

2.160.030 County lobbying firm registration.

Each county lobbying firm within 10 days of first becoming a county lobbying firm shall file with the executive officer of the board of supervisors a registration containing the following Information:

A. The full name business address and telephone number of the county lobbying firm;

B. A list of the county lobbyists who are partners owners officers or employees of the county lobbying firm;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;

D. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:

1. The full name, business address and telephone number of the contractor;

2. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;

3. The time period of the contract;

4. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;

5. If the contractor is a business entity, a description of the business activity in which it is engaged;

6. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members,

7. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic Interest which the contractor principally represents or from which its membership or financial support is principally derived;

8. The county lobbying interests of the contractor;

E. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2. 160.120 and 2.160.130.

2.160.040 County lobbyist employer registration.

Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:

A. The full name, business address, and telephone number of the county lobbyist employer;

B. A list of the county lobbyists who are employed by the county lobbyist employer;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;

D. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged.

E. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;

F. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 5O members, the names of the members;

G. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;

H. The county lobbying interests of the county lobbyist employer.

2.160.050 Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020,2.160.030 or 2.160.040, and before any attempt to influence official action behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 Quarterly reports County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.80, no later than the end of the first month after the

close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbyist during the quarter, the report shall so indicate. (Ord. 96-0045 § 1, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.070 Quarterly reports--County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

A. The full name, business address, and telephone number of the county lobbying firm;

B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;

C. The total amount of all payments received for county lobbying services;

D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:

1. The full name, address, and telephone number of the subcontractor,

2. The name of the person for whom the subcontractor was retained to lobby,

3. The total amount of payments made to the subcontractor;

F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbyist services. (Ord. 96-0045 § 2, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.080 Quarterly reports--County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends $5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

A. The full name, business address, and telephone number of the filer;

B. The total amount of all payments made to a county lobbying firm;

C. The total amount of all payments made to county lobbyists employed by the filer;

D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action. (Ord. 96-0045 § 3, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.090 Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist, county lobbying firm and county lobbyist employer shall file with the executive officer the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was $100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080. (Ord. 96-0045 § 4, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.095 Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the

amount of funding provided by each such person, firm or entity. (Ord. 96-0045 § 5, 1996.)

2.160.100 Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act.

2.160.110 Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than $50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbing firm;

B. Deceive or attempt to deceive any county official regard to any material fact pertinent to any pending or proposed official action;

C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or non-occurrence of such official action;

D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;

E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;

F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.

2.160.140 Filing fees.

Each county lobbyist, county lobbying firm and county lobbyist employer or other person or entity shall pay a filing fee of $35.00 when filing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040 and a fee of $15.00 when filing a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080 or a separate quarterly campaign contribution report pursuant to Section 2.160.090. If any such filing is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee of $250.00.

2.160.150 Enforcement.

A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.

B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.

C. The executive officer of the board of supervisors is delegated the authority to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues;

2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter

shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;

3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to $2,000.00 for each such failure to comply.

4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated and such county lobbyist, county lobbying firm or county lobbyist employer shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer until such person has satisfied all other penalties imposed under this section.

D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board.

E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter. (Ord. 96-0045 § 6, 1996: Ord. 93-0031 § 2 (part), 1993.)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Contractor organization have and will comply with it during the contract period; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date:_____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their contract.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ORDINANCE NO. 97-0072

An Ordinance amending Title 2 - Administration of the Los Angeles County code to add Chapter 2.200 relating to the Child Support Collection Program.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.200 is hereby added to the Los Angeles County Code to read as follows:

Chapter 2.200

Los Angeles County Child Support Compliance Program

Section 2.200.010 Findings and Declaration. The Board of Supervisors finds that compliance with court-ordered child, family, or spousal obligations is in the public interest and benefits all residents of the County of Los Angeles.

Non-payment of child, family and spousal support is the leading cause of childhood poverty and welfare dependency in the United States. Los Angeles County has commenced prosecuting more than 512,000 child support cases, and opens more than 7,000 new cases each month. This represents the largest local child support enforcement program in the United States. The widespread failure to comply with court-ordered child, family and spousal support obligations evidenced by this enormous caseload endangers the public health and welfare of children and families in Los Angeles County.

Unpaid support obligations have required the County and its taxpayers to protect the public health and welfare by providing a large array of otherwise unneeded social, medical and other services for the benefit of children and families to whom these support obligations are owed and to bear the cost of maintaining one of the largest support enforcement systems in the United States. Billions of dollars of unpaid support obligations have created an immense economic burden upon the County and its taxpayers.

Therefore, the Board of Supervisors establishes the goal of ensuring that individuals who benefit financially from the County through employment, contract, or by the issuance of a business license are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

It is the Board's intent to help ensure greater effectiveness of the effort to collect unpaid child support by assisting the District Attorney in identifying and tracking employment as well as business and other assets of those who owe support obligations. By its support of this Chapter and its continued efforts to gather the information necessary to successfully enforce support obligations, the Board finds that the District Attorney has made a continuing request pursuant to the Public Records Act for County Employment Information.

Section 2.200.020 Definitions. Except as expressly provided in this Section, the definitions set forth in Chapter 2.02 shall apply to construction of this Chapter. For purposes of this Chapter 2.200, the terms set forth below shall have the following significance:

A. "Business Licensee Information" means the name and social security number, if available, of an owner of record of a business who has applied for a new or renewed business license.

B. "Contractor Information" means a New or Existing Contractor's name, social security number, if available, and whether or not the contractor has been issued any payment for goods provided or services performed for Los Angeles County.

C. "Employment Information" means a New or Existing employee's name and title, and whether or not he or she receives any compensation from the County of Los Angeles insofar as disclosure of this information is authorized by the Public Records Act, Government Code §6254(c) or in response to a request made in accordance with Welfare & Institutions Code §11478, §11478.1 or §11478.8.

D. "Existing Contractor" means any individual, partnership or other entity contracted by the County to provide goods or to perform services when performance under the contract commenced prior to the operative date of this Chapter.

E. "Existing employee" means an individual who was an employee of the county prior to the operative date of this Chapter.

F. "New Contractor" means an individual, partnership or other entity contracted or seeking to contract to provide goods or to perform services for the County when performance under the contract commences on or after the operative date of this ordinance.

G. "New Employee" means an individual who becomes an employee or is reinstated as an employee of the County after the operative date of this Chapter.

H. "Principal Owner" means any individual who owns an interest of ten percent or more in a "New or Existing Contractor as defined herein.

I. "Principal Owner Information": means a Principal Owner's name and title and whether or not the Principal Owner has been issued any payment by the New or Existing Contractor.

Section 2.200.030 Operative Date. This Chapter shall become operative upon the issuance by the Chief Administrative Officer of the instructions to County Departments concerning implementation of the Chapter as provided in Section 2.200.040.

Section 2.200.040 County Reporting. For the purpose of implementing this ordinance, the Chief Administrative Officer shall prepare and issue appropriate instructions to all County Department Heads including protocols to maintain information in confidence when legally required. These instructions shall be reviewed and approved by the County Counsel prior to issuance. These instructions shall require the County to report Employment and Contractor Information to the District Attorney in order to assist the District Attorney in the performance of support enforcement activities. County Department Heads are directed to comply with these instructions and to assure that such information is reported in a timely manner to the District Attorney on a quarterly basis.

Section 2.200.050 New Employee Disclosure. Commencing with the operative date of this Chapter, all applicants for County employment shall be advised of this ordinance and that Employment Information will be reported by the Auditor-Controller to the District Attorney for the purpose of enforcing compliance with existing court-ordered support obligations and to assist in establishing court orders for support.

Section 2.200.055 Existing Employees. The Auditor-Controller shall provide Employment information concerning Existing Employees to the District Attorney within 30 days of the operative date of this Chapter and periodically thereafter at the request of the District Attorney.

Section 2.200.060 New Contractor Reporting and Compliance Certification. At the time a New Contractor submits a bid, contract or other offer to provide goods to or perform services for the County, the New Contractor shall submit therewith the following written certifications: (a) that Principal Owner information has been provided to the District Attorney with respect to the New Contractor's Principal Owners; (b) that the New Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, (c) that the New Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Section 2.200.065 Current Contractor Reporting and Compliance Certification. Within 30 days of the operative date of this ordinance, County Department Heads shall serve upon Existing Contractors a written request that they provide the following certifications on a voluntary basis: (a) that Principal Owner information has been provided to the District Attorney with respect to the Existing Contractor's Principal Owners; (b) that the Existing Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment report for its employees; and, (c) that Existing Contractor" has fully complied with all lawfully-served Wage and Earnings Assignment and will continue to maintain compliance.

Section 2.200.070 Contract Provisions and Penalties. Commencing with the operative date of this ordinance, County solicitation documents shall advise "New Contractors" that failure to submit the certifications required by Section 2.200.060 shall be grounds for a finding that the bid, contract or other offer is nonresponsive. County contracts entered into on and after the operative date of this ordinance shall expressly provide that failure to comply with State and Federal reporting requirements regarding their employees or failure to implement lawfully-served Wage and Earnings Assignment Orders or Notices of Assignment constitutes a default under the contract and failure to cure the default within 90 days of notice by the County shall subject the contract to termination.

Section 2.200.080 Reporting to the Board of Supervisors. The District Attorney shall report to the Board of Supervisors within six months of the operative date and annually thereafter concerning the effectiveness of this ordinance. Such report shall contain statistical information on the actions taken under this Chapter and may contain recommendations for amendments to it.

Section 2.200.090 Licensing Records. Upon request by the District Attorney, the Treasurer and Tax Collector is directed to report Business License Information to the District Attorney not less than quarterly.

[2200mw.coc]

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that contractor for County contracts submit certifications of Program compliance to the soliciting County department.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in contract) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in contract) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address)

_____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____
(Month and Year)

at: _____ _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the contract to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St. Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or (b) agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

CONTRACT FOR TRAVEL MANAGEMENT SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES

AND

FCm TRAVEL SOLUTIONS,

DATED

November 1, 2006

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CONTRACT FOR TRAVEL MANAGEMENT SERVICES

This Contract made and entered into this _____ day of _____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES
a body corporate and politic, hereinafter referred to as "COUNTY"

AND

FCm TRAVEL SOLUTIONS., with company headquarters at 800 South Figueroa Street, Suite 1070, Los Angeles, CA 90017, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY is desirous of contracting for travel management services; and

WHEREAS, the CONTRACTOR is in a unique position to provide such services as contained herein by virtue of the CONTRACTOR'S extensive experience in the field;

NOW, therefore, in consideration of the mutual covenants herein contained, COUNTY and CONTRACTOR hereby agree as follows:

I. MERGER

This Contract, Attachments A and B, and the Request for Proposal - Travel Management Services (RFP) dated April 2006 and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, which are hereby incorporated shall 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. If there is a conflict or inconsistency between the body of this

Contract and/or the Attachments and/or the RFP and/or the Exhibits, such conflict or inconsistency will be resolved by giving preference first to the Contract, and then to the Attachments, and then to the RFP, and then to the Exhibits.

II. STATEMENT OF WORK AND FEE SCHEDULE

COUNTY agrees to place the bulk of its travel needs through four (4) specific contractors. In turn, CONTRACTOR shall provide the services and materials set forth in Attachment A, Statement of Work. CONTRACTOR also agrees to provide all services described in the County's RFP dated April 2006. The COUNTY agrees to the fee schedule set forth in Attachment B, Fee Schedule.

1. Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
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.

III. TERM OF CONTRACT

1. The term of this Contract shall be a three-year period commencing on November 1, 2006, following execution of the contract by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. The COUNTY shall have the sole option to extend this Contract term for up to two additional one-year renewal terms for a maximum total Contract term of five years. Each such option and extension shall be

exercised at the sole discretion of the Auditor-Controller, J. Tyler McCauley or Chief of Disbursements Division, Arlene Barrera.

3. The CONTRACTOR shall notify the Department of Auditor-Controller when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Department of Auditor - Controller at the address herein provided in Exhibit F – County's Administration.

IV. WARRANTY

CONTRACTOR specifically warrants it will use its best efforts to offer the lowest logical airfare available in the travel industry's ticket reservation system at the time of booking, consistent with the COUNTY'S travel policy. If, in any specific instance, it can be shown that a lower logical airfare was available at the time of booking and CONTRACTOR did not offer it, CONTRACTOR will remit to the COUNTY the difference between the fare obtained and the lowest logical available airfare. This warranty only applies to airfares available on Contractors industry software described in RFP, and does not include airfares that are only made available on Internet websites. CONTRACTOR specifically warrants it will offer travelers motel, hotel, bus, rail, sea, and auto rental rates commensurate with the individual traveler's needs and consistent with the COUNTY'S travel policy.

CONTRACTOR warrants that it is and will be capable of providing for all of the COUNTY'S travel needs during the term hereof, that it will provide these needs on a timely and most cost-effective basis and that it has and will have the personnel, equipment, finances, experience, and expertise to so perform.

V. AUTHORIZATION WARRANTY

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

VI. DELAYS

CONTRACTOR shall promptly notify the COUNTY Project Manager, or authorized representative, and any travelers, verbally and/or in writing of the facts relating to any case that has or may result in delay or failure to perform. CONTRACTOR shall not be held accountable for failure in performance of this service contract in accordance with its terms if such failure can be shown by CONTRACTOR to have arisen from causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, labor strike, including supplier strikes, defaults, delays, shortages of transportation facilities, fuel, labor, epidemics, quarantine restriction, and inclement weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If failure to perform does occur, CONTRACTOR shall not be deemed at fault unless (1) the services to be furnished were obtainable from other sources at comparable cost and schedule, (2) the COUNTY shall have directed CONTRACTOR in writing to procure such services from such other sources, and (3) CONTRACTOR shall have failed to comply reasonably with such directives.

VII. ADDITIONAL PROVISIONS OF CONTRACT

A. Termination For Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
    - Stop work under this Contract on the date and to the extent specified in such notice, and
    - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section XIX - Record Retention & Inspection/Audit Settlement.

B. Termination for Default

1. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Project Manager:
    - CONTRACTOR has materially breached this Contract; or
    - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

2. **CONTRACTOR'S failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.**
3. In the event that the COUNTY terminates this Contract in whole or in part as provided in Section VII.B.1 – Additional Provision of Contract, Termination for Default, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
4. Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section VII.B.3 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section VII.B.4, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

5. If, after the COUNTY has given notice of termination of the Contract for default, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section VII.B - Additional Provision of Contract, Termination for Default, or that the default was excusable under the provisions of Section VII.B.4 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section VII.A – Additional Provision of Contract, Termination for Convenience.
6. The rights and remedies of the COUNTY provided in this Section VII.B – Additional Provision of Contract, Termination

for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. Termination for Insolvency

1. The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
    - Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
    - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
    - The appointment of a Receiver or Trustee for the CONTRACTOR; or
    - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
2. The rights and remedies of the COUNTY provided in this Section VII.C – Additional Provision of Contract, Termination for Insolvency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination for Improper Consideration

1. The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing

favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

2. The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Material Changes

The parties hereby recognize that the financial terms of this Contract are based upon certain assumptions about standard travel industry conventions, and about COUNTY'S service requirements. If there is a material change (i) in any rules, orders, laws, or regulations, whether by a court of law, a government entity, an airline, the International Airline Travel Agency Network or the Airline Reporting Corporation, or any other applicable governing body, governing the manner in which CONTRACTOR or other travel agents may operate, or (ii) in COUNTY'S service configuration or service needs, any of which result in additional fees, losses, costs, surcharges or expenses being imposed on CONTRACTOR to perform this Contract, then upon notice to COUNTY, CONTRACTOR will have the right, upon approval by the COUNTY in the sole discretion of the Auditor-Controller as outlined below,

beginning on the date of such material change, to increase the Transaction Fee in an amount as reasonably necessary to compensate CONTRACTOR for such additional fees, losses, costs, surcharges or expenses. CONTRACTOR will (1) notify the COUNTY Project Manager via e-mail and/or fax within twenty-four (24) hours after CONTRACTOR determines to increase the Transaction Fee as a result of a material change and (2) provide COUNTY with written notice (Notice) of any such change in the Transaction Fee. The Notice to COUNTY shall be provided as indicated on Section XXIV - Notices.

If upon receipt of such Notice, COUNTY does not accept the new Transaction Fee, COUNTY may terminate this Contract immediately upon written notice to CONTRACTOR within 15 business days of receipt of the Notice. Failure to provide written notice of termination within 15 business days shall constitute COUNTY'S acceptance of the new Transaction Fee.

Notwithstanding anything in this Contract to the contrary, neither CONTRACTOR, nor any of CONTRACTOR'S parent, affiliated or subsidiary companies, nor any of CONTRACTOR or its respective employees, officers, directors, representatives or agents, are responsible or liable for any loss, damage, delay, inconvenience or injury to any person(s) which results from or arises out of: (1) any Supplier's breach of contract, any Supplier's failure to comply with applicable laws, or any Supplier's intentional, negligent or wrongful actions or omissions; or (2) any other acts, omissions, negligence or conditions outside of CONTRACTOR'S control, including, without limitation, terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local
laws, and climactic conditions. "Supplier" means any entity providing travel related services, including but not limited to, air,

ground or water transportation, or accommodations, meals, tours, etc.

Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from this Contract or relating to the obligations hereunder.

F. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the 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 the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

G. Change Orders and Amendments

No representative of either COUNTY or CONTRACTOR, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section VII.G, Change Orders and Amendments.

1. COUNTY reserves the right to change any portion of the work or procedure required under this Contract, or amend such other terms and conditions, as may become necessary. All Changes or amendments hereunder are subject to mutual Contract of the parties and any such revision shall be accomplished in the following manner:

   a. For any change which affects the scope of Work, period of performance, amount of payments, or any

other term or condition included under this Contract, a Change Order shall be executed by both the Auditor-Controller and CONTRACTOR, with written concurrence of County Counsel. To the extent that changes do not impact either the scope of work, cost or payment schedules or amounts under this CONTRACT, the Auditor-Controller, in it's discretion, may approve changes in writing for the work listed in the Statement of Work or otherwise in this CONTRACT provided that the Term of this CONTRACTOR is not extended.

b. Notwithstanding any other provision of this Section VII.G, Change Orders and Amendments or Section VII.A, Termination for Convenience, the Auditor-Controller with written concurrence of County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Contract, and, for this purpose, the Auditor-Controller, with written concurrence of County Counsel, is authorized to prepare and sign amendments to this Contract which reduce the Statement of Work and the transaction or other fees without further action by the Board.

c. Such notices and amendments as described in Section VII.G. 1.c shall be authorized under the following conditions:

   i. Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

   ii. The Auditor-Controller shall obtain approval of County Counsel for any notice or amendment.

d. <u>Change Order:</u> Any "Change Order" proposed or executed by mutual Contract of the parties shall include:

   i. A functional description of the work or procedure to be performed or changed under the Change Order and a statement which explains and certifies that such work or

procedure is outside the scope of work required of CONTRACTOR under this Contract;

ii. If applicable, the transaction or other fee required for the revised work or procedure; and

iii. A recitation of the task or procedure to which such Change Order relates.

e. Fees: CONTRACTOR'S fees under the proposed Change Order shall be valid through the term of this Contract.

H. Local Small Business Enterprise (SBE) Preference Program

1. This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. Refer to COUNTY of Los Angeles Policy on Doing Business with Small Business, Exhibit A.
2. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
3. The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
4. If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld

was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

I. Compliance with the COUNTY'S Jury Service Program

1. 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 as Contractor Employee Jury Services, Exhibit B and incorporated by reference into and made a part of this Contract.

2. Written Employee Jury Service Policy.

a. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall

also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The CONTRACTOR must so indicate in the Jury Service Program Certification Form and Application for Exception, attached as Exhibit C. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

d. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

J. CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to and Notice to Employees Regarding the Safely Surrendered Baby Law

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

Information on how to receive the poster can be found on the Internet at www.babysafela.org. Refer to Safely Surrendered Baby Law, Exhibit D.

Additionally, the CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, the fact sheet set forth in Exhibit D regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby.

K. Budget Reductions

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that

fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

L. Consideration of Hiring COUNTY Employees Targeted for Layoff/or Re-employment List

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

M. Employment Eligibility Verification

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

amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

N. Complaints

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

1. Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
2. The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
3. If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
4. If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

5. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

VIII. INDEPENDENT CONTRACTOR STATUS

1. This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
3. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

4. The CONTRACTOR shall adhere to the provisions stated in Section XXVII - Confidentiality.

IX. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the 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 the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the 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;

- 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; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the 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.

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 the COUNTY.
3. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:
   - 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 the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
   - Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
   - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
   - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
5. Compensation for COUNTY Costs: In the event that the 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 the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
6. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
   - The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
   - The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to

obtain copies of evidence of Subcontractor insurance coverage at any time.

B. Insurance Coverage Requirements

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

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

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the 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

4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent or wrongful act of proposed CONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the proposed Contract.

5. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

   Employee Dishonesty: $50,000

X. LANGUAGE AND UNITS OF MEASUREMENT

Everything related to the performance of this Contract shall be written in the English language and all numerical data furnished herein shall use the foot-pound-second system of units of measurement.

XI. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

XII. WARRANTY AGAINST CONTINGENT FEES

1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
2. For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

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

XIV. COMPLIANCE WITH LAWS

A. Compliance with Applicable Law

1. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
3. If applicable, CONTRACTOR will assist COUNTY in complying with applicable laws, rules and regulations of local, state or federal governments, airlines, or of the Airlines Reporting Corporation (ARC) and the International Airlines Travel Agent Network (IATAN). The parties agree to take all reasonable measures to protect against the misappropriation or misuse of ARC traffic documents, including ticket stock and identification plates.

B. Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit H – Contractor's EEO Certification.

XV. DELEGATION AND ASSIGNMENT

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

2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than

the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this 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 CONTRACTOR.

XVI. SUBCONTRACTING

1. The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance express written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

2. If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

   - A description of the work to be performed by the Subcontractor;
   - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the COUNTY.

3. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
4. The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
5. The COUNTY'S Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
6. The COUNTY'S Project Manager shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
7. The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012

Attention: Connie K. Chung

before any Subcontractor employee may perform any work hereunder.

XVII. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

XVIII. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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. Refer to Listing of Contractor Debarred in Los Angeles County, Exhibit E.

B. Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on

this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY Project Manager will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where

evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY Project Manager shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for

review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

XIX. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also

maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. CONTRACTOR will make itinerary and billing information available electronically, and will e-mail records to the COUNTY upon request. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the CONTRACTOR to comply with any of the provisions of the Section XIX - Record Retention and

Inspection/Audit Settlement shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

XX. <u>DISCLOSURE OF INFORMATION</u>

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 CONTRACTOR from publicizing its role under this Contract within the following conditions:

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

2. During the course of performance on this Contract, 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 consent of the COUNTY'S Chief Administrative Officer and COUNTY Counsel.

XXI. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

XXII. VALIDITY

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

XXIII. WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies of COUNTY herein reserved shall be cumulative and additional to any other rights and remedies provided in law or equity.

XXIV. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in County's Administration, Exhibit F, and Contractor's Administration, Exhibit G. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Auditor-Controller, Mr. J. Tyler McCauley or Chief of Disbursements Division, Ms. Arlene Barrera shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract. Notwithstanding the foregoing, notices pursuant to Section VI.E - Material Changes shall be given by e-mail and/or fax.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

XXV. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. The CONTRACTOR shall certify to, and comply with, the provisions of Contractor's EEO Certification, Exhibit H.
3. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship.

4. The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section XXV - Nondiscrimination and Affirmative Action when so requested by the COUNTY.
7. If the COUNTY finds that any provisions of this Section XXV - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
8. The parties agree that in the event the CONTRACTOR violates any

of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

XXVI. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
2. The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract. Refer to Certification of No Conflict of Interest, Exhibit I.

XXVII. CONFIDENTIALITY

1. The CONTRACTOR shall maintain the confidentiality of all records

obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

2. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
3. The CONTRACTOR shall sign and adhere to the provisions set forth in Contractor Acknowledgement and Confidentiality Contract, Exhibit J.

XXVIII. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Exhibit K (County Code Chapter 2.160) and Familiarity with the County Lobbyist Ordinance Certification, Exhibit L. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

XXIX. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

XXX. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

1. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. Refer to Attestation of Willingness to Consider GAIN/GROW Participants, Exhibit M. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
2. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

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

1. The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
2. As required by the COUNTY'S Child Support Compliance Program, Exhibit N, (County Code Chapter 2.200, Ordinance No. 97-0072) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Refer to Child Support Compliance Program Certification, Exhibit O.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section XXXI - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section VII.B – Additional Provision of Contract, Termination for Default of CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

XXXIII. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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.

XXXIV. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S RECYCLED PAPER POLICY

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

XXXV. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

IN WITNESS WHEREOF, the parties have executed this Contract by causing it to be subscribed by their duly authorized representatives as of _____ day of _____, 2006 and effective as of the 1st day of November, 2006.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest:

_____
Sachi A. Hamai,
Executive Officer of the Board of Supervisors
COUNTY of Los Angeles

By _____
Deputy

FCm TRAVEL SOLUTIONS,

By_____

Name_____

Title_____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL:

By_____
Brandi M. Moore
Senior Associate COUNTY Counsel

ATTACHMENT A

STATEMENT OF WORK

I. SERVICES TO BE RENDERED

A. Authorized Official Travel: The CONTRACTOR shall provide or arrange for travel services for authorized official travel including:

1. Transportation reservations for air (Domestic, International, and the California Local Government Airfare Program, through the Southwest Airlines "SWABIZ" program), rail, bus, and ship carriers, including the delivery of tickets.
2. Vehicle rental services.
3. International travel, including assistance in obtaining passports, visas, and advice on documents regarding health requirements.
4. Reservations for lodging in hotels and motels.
5. Detailed traveler's itineraries. (NOTE: Copies of itineraries must be provided to traveler, as well as e-mail a copy to the Los Angeles COUNTY Travel Coordinator at CTC@auditor.lacounty.gov whenever arrangements are made.)
6. Management information and billing reports documenting all transactions on a monthly basis.
7. The coordination/arrangement of seminars, meetings, workshops and the like conducted by COUNTY agencies. This includes but is not limited to the following areas: booking conference rooms and lodging, arranging meals and transportation, renting audio-visual equipment, and related services. Additional fees, and if necessary, a separate contract, may apply to the rendering of these services.

B. Countywide Travel Management Seminar:

1. The CONTRACTOR shall offer travel management seminars at least once annually to all COUNTY travel coordinators and other interested parties. These seminars shall address access to your travel

management company's services, cost saving ideas, service satisfaction surveys, etc. CONTRACTOR shall provide other briefings deemed necessary by the COUNTY to remedy any procedural issues, which may arise.

2. CONTRACTOR shall contribute $200.00 per annum for the Countywide Travel Management Seminar. This fee will include costs associated with booking conference room, renting audio visual equipments, purchase of food and related items/services.

C. Employee Private Travel Needs: The CONTRACTOR shall also provide appropriate services for the personal travel needs of approximately 93,000 COUNTY employees and their families, if requested by employees.— Employees shall pay the CONTRACTOR directly from their own personal funds for these services, and separate transaction fees may also apply. COUNTY shall not pay or be responsible for any travel expenses incurred by COUNTY employees or their families for personal travel. It is expressly understood that the COUNTY has no obligation to advise its employees of these services or to otherwise promote such services.

II. CONTRACTOR REQUIREMENTS

A. Facility Requirements: The CONTRACTOR must provide office space for CONTRACTOR personnel. COUNTY office space will not be provided for CONTRACTOR use.

B. Staffing Requirements: The CONTRACTOR shall provide an account manager and other personnel who are experienced in arranging transportation via all modes and are familiar with lodging establishments and vehicle rental firms. CONTRACTOR'S account manager and other personnel shall be experienced in operating the automated reservation and ticketing equipment to be used in performance of this Contract. CONTRACTOR'S account manager shall have a minimum of three years' travel agency experience, at least one year of which must have been managing a

corporate account with billings in excess of $100,000. Other personnel (including reservation agents) assigned to this account shall have at least one full year's of travel agency experience in the delivery of high volume travel services. The account manager either shall be, or shall report directly to, the CONTRACTOR'S Project Manager. The Project Manager shall cooperate closely with the responsible COUNTY Project Manager.

C. Equipment: The CONTRACTOR shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communication services and related items necessary to conduct operations to fulfill the contract requirements.

D. Working Hours-Emergency Services: The CONTRACTOR shall provide daily service compatible with the COUNTY'S normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The CONTRACTOR shall provide emergency services outside of working hours through traveler access to a 24-hour, toll-free telephone number.

E. Telephone System Services: During COUNTY'S business hours, the CONTRACTOR shall provide adequate number of agents to handle all incoming calls. All calls shall be answered within three (3) rings. If all agent lines are busy, callers shall be given an option to hold or to leave a message. An agent shall return all messages within fifteen (15) minutes. For those calls that are urgent, CONTRACTOR shall maintain a 24-hour, toll-free emergency phone line.

CONTRACTOR shall monitor all occasions where the caller is placed on hold prior to speaking with a travel agent. In addition, it is understood that COUNTY will notify CONTRACTOR if COUNTY employees are repeatedly

being placed on hold or receiving a busy signal. CONTRACTOR will then be

responsible for responding to this notification and proposing a corrective action plan within five (5) business days.

F. County Travel Policy: CONTRACTOR shall operate under the following guidelines when providing services for the COUNTY:

1. Lowest Cost Policy It is the COUNTY'S policy to obtain the lowest possible fares for authorized official government travel. Lowest cost will be obtained by:

   a) Routing Generally, the least expensive airline routing will be used.

   b) Declining Added Cost Travel Incentives Travel incentives, premium gifts, awards or prizes offered by airlines and other travel providers to COUNTY employees shall not be considered in the interest of obtaining the lowest possible published fares.

   c) Recommending Alternate Scheduling At least three alternate departure and return schedules will be offered to all travelers in the interest of obtaining the lowest possible published fare in the travel industry's reservation systems.

   The COUNTY maintains a Travel Policy, which will be provided to the CONTRACTOR, and will be expected to support its provisions.

   d) Declining Lowest Fares The CONTRACTOR shall maintain information relating to COUNTY employees who refused the lowest possible published airfares, including the reason why the airfares were declined (e.g., alternate airport not acceptable, direct flight needed, no red-eye flight, etc.).

2. Transportation Services The CONTRACTOR shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e., air (Domestic, SWABIZ), rail, bus, and ship. Except for electronic ticketing, all air passenger tickets must be issued only from approved ARC ticket stock. Generally, the COUNTY Travel Policy prohibits the

use of first-class fares. Exceptions will be granted by the COUNTY Project Manager on an individual basis. The CONTRACTOR must obtain prior authorization from the COUNTY Project Manager or Project Monitor before booking any First Class airfares.

a) Full coach fares may be offered only if no other reduced fares are available.

b) The CONTRACTOR shall make adjustments for any change(s) in flight, train, bus, or ship schedules. Tickets and billings shall be modified or reissued to reflect these changes.

c) If fees are required, the CONTRACTOR shall inform travelers of the amounts to be charged on processing, adjustment, cancellation, and 'emergency service' (outside of business hours) for every air or rail ticket issued.

d) The CONTRACTOR, if notified, shall make a timely effort to notify travelers of airport closings and canceled or delayed flights.

e) The CONTRACTOR shall provide to the COUNTY reservation and ticketing services normally accorded to corporate or private travelers. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes outside regular business hours. (NOTE: the CONTRACTOR shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the Contract and that such subcontractor shall have access to appropriate records of the traveler. All subcontracts require prior COUNTY approval.) The CONTRACTOR shall not offer collect call access as the sole means of satisfying this requirement.

f) The CONTRACTOR shall utilize industry software to provide advance seat assignment, preferred seating waitlist, last seat availability, and lowest airfare waitlist on all airlines for which the CONTRACTOR claims to offer reservation services.

g) The CONTRACTOR shall utilize the travel industry's reservation system to verify lowest fare between booking and departure date for all tickets issued. If, between booking and departure, a lower fare becomes available, the CONTRACTOR shall attempt to contact the traveler and offer to reissue the tickets provided the fare savings is at least $50.00 greater than the associated cancellation fee or change fees.

h) The CONTRACTOR shall offer COUNTY access to an online reservation system for booking airline travel and, if possible, making car rental and hotel reservations. The online reservations system will be managed in accordance with the COUNTY Travel Policy.

3. <u>International Travel Services</u>

a) The CONTRACTOR shall arrange for international travel, including reservations and ticket delivery for air, rail, bus, or ship transportation and reservations for hotel/motel accommodations and for car rental services.

b) The CONTRACTOR shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.

c) The CONTRACTOR shall provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing, which are appropriate, or essential, national and religious holidays, location of American embassies and consulates, etc.

d) The CONTRACTOR shall provide information on such matters as foreign currency exchange rates, securing auto insurance in

conjunction with foreign car rentals, excess baggage requirements and fees.

e) The CONTRACTOR shall advise travelers on the means for obtaining passports and visas for foreign travel.

4. Lodging Services

a) The CONTRACTOR shall provide lodging reservations. This service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. Hotel reservations shall not be billed to the COUNTY'S Air BTA. Individual travelers will pay for hotel accommodations, and obtain reimbursement directly from the COUNTY.

b) The CONTRACTOR shall endeavor to obtain discounted government and government CONTRACTOR rates for government travelers. If necessary to obtain government rates, the CONTRACTOR shall call such hotels directly, rather than by toll-free numbers. The CONTRACTOR shall also make available to the COUNTY any guaranteed corporate or other discount rates it has negotiated at these or other hotels.

5. Rental Vehicles The CONTRACTOR shall offer to reserve commercial rental vehicles in accordance with the COUNTY Travel Policy and include such information on the traveler's itinerary. Rental Contracts negotiated by COUNTY shall be used if they are more economical than rates available to the CONTRACTOR.

6. Seminars and Meetings The CONTRACTOR shall assist in making all arrangements necessary for the presentation of seminars and meetings for COUNTY personnel and agencies. Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging and meals, transportation to the seminars or meeting site, clerical support, audio-visual equipment and all other related functions. The CONTRACTOR shall document that such services are competitively obtained from the lowest-cost bidder that complies with the requesting agency's quality standards. Additional

fees, and if necessary, a separate contract, may apply to the rendering of these services. Minimal activity is anticipated for this service.

7. Traveler's Itineraries The CONTRACTOR shall provide to each traveler a complete written trip itinerary including, but not limited to, the following:

   a) Carrier(s);

   b) Flight, train, bus and voyage number(s);

   c) Departure and arrival time(s) for each segment of the trip, identifying meals or other amenities provided;

   d) Ground transportation facilities (e.g., taxi or shuttle bus) at destinations(s) when requested;

   e) Name, travel period, confirmation number, phone number and location of hotel/motel and room rates booked by the CONTRACTOR at each destination; and

   f) Name, travel period, confirmation number, phone number and location of rental cars and rates booked by the CONTRACTOR at each destination.

   g) Traveler Cost Center Information: Employee Number, Department Number, Unit Number

8. Ticket Delivery Electronic tickets are used in most instances. However, in the event a paper ticket is needed, CONTRACTOR agrees to deliver tickets and itineraries to the COUNTY Hall of Administration, 500 W. Temple Street, Room 502, Los Angeles, CA 90012. In addition, the CONTRACTOR agrees to arrange and/or provide overnight delivery service to a maximum of 4 additional sites within the COUNTY, as specified by the Auditor-Controller. Tickets shall routinely be provided not later than two business days in advance of scheduled travel date unless the COUNTY agency otherwise requests. The CONTRATOR shall be able to provide emergency ticket delivery at various COUNTY locations, or arrange for emergency prepaid tickets at an appropriate Airport within two

hours' notice by the COUNTY agency. The CONTRACTOR shall also be able to provide for the delivery of tickets to outlying COUNTY offices by express service when requested, in accordance with control procedures approved by the COUNTY.

9. Monthly Management Reports The Contractors shall provide management information reports to the COUNTY for reconciliation and informational purposes. Reports shall be based on monthly billing cycle. Additionally, **report legends shall be provided where special, abbreviated codes are used**. At a minimum, the Contractors shall submit to the Auditor-Controller the following reports within 15 business days after the end of the month:

   (a) Detail Billing Report - A detail report which provides for the reconciliation of billings to the COUNTY'S credit card with only airline tickets issued. The report must display the employee name, employee number, department number, unit number, travel itinerary information (ticket number, routing information, departure date, and invoice date), and ticket amount. This report shall be arranged by unit number sequence. In addition, this report must show sub-totals by unit number and grand total of billing report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (b) Trip Detail Report – A detail report of alphabetical listing arranged by department number and unit number sequence. The report must display employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report must show sub-totals for by department number and unit number sequence and grand total of the report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (c) Savings Exception Detail Report - A detail report indicating the instances whereby a traveler declines the purchase of the lowest available airfare offered. This report shall be arranged

in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, full fare, low fare, fare paid, savings from full fare, savings lost (fare paid minus low fare), and reason lower fare ticket was declined.

(d) Transaction Fee Detail Report – A detail report listing transaction fee charged per transaction. Transaction fees may include airline reservation fee, emergency travel service fee, after-hours service fee, hotel/car reservation fee, airline reservation adjustment fee, and airline ticket refund fee. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, transaction fee type, and fee amount. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(e) Refund Ticket Detail Report – A detail report listing refunded ticket information. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, refund amount, and refund reason. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(f) Unused Refundable Ticket Detail Report – A detail report of all unused tickets that are identified as refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this

report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(g) Unused Non-refundable Ticket Detail Report – A detail report of all unused tickets that are identified as non-refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(h) Car Rental Activity Detail Report - A detail report of all car rental activities indicating the employee name, employee number, department number, unit number, invoice number, rental location, rental agency, car type, pickup date, number of days rented, total rental cost, and average cost of rental per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(i) Rail Activity Detail Report - A detail report of all rail tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(j) Hotel Reservation Detail Report - A detail report of all hotel reservations indicating the employee name, employee number, department number, unit number, invoice number, hotel location, hotel name, number of days stayed, total cost,

and average cost of stay per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(k) Bus Travel Detail Report - A detail report of all bus tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(l) Sea Travel Detail Report - A detail report of all sea tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(m) Prepaid Ticket Detail Report – A detail report of all tickets purchased in advance by COUNTY travelers indicating the traveler name, invoice number, travel itinerary, and ticket amount. This report shall be arranged in traveler last name sequence. In addition, this report shall show report grand totals.

The following reports will be used for informational and research purposes and shall be in summary report format. The summary reports must include month-end and year-to-date totals:

(n) Monthly Travel Summary Report – A summary report indicating total ticket count and amount, average ticket price,

total miles traveled, cost per mile, savings, and savings lost.

This report shall be in month sequence and show report grand totals.

(o) Travel Summary Report - A summary report of top airlines indicating sales volume (gross and net), cost, savings, and savings lost by domestic and international travel. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), and hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages). This report shall include month-end and year-to-date totals.

(p) Executive Summary Report – A summary report displaying airfare analysis of total number of invoice, full fare, low fare, refunds, and exchanges with volume and cost associated for each item. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), top car chains with volume, hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages), and top hotel chains. This report shall include month-end and year-to-date totals.

(q) Top Carrier Cost Summary Report – A summary report of top airline carriers displaying volume and cost, percentage for volume and cost, and average cost. This report shall be printed by carrier rank sequence. In addition, this report shall show report grand totals and include month-end and year-to-date totals.

(r) Top O&D Market Pairs with Carrier Summary Report - A summary report of “city-pairs” indicating volume, cost, average cost, and airlines utilized for each “city-pair.” This report shall be printed by top “city-pair” sequence. In addition,
this report shall have sub-totals by “city-pair” rank and report

grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(s) Car Agency Summary Report by City - A summary report of car rental activity for each city indicating the number of car rental days, rental cost, average rental days, and average rental cost. This report shall be printed by top car agency sequence. In addition, this report shall have sub-totals by car agency and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(t) Top Hotel Cities with Hotel Property Name - A summary report of hotel reservation activity for each city indicating the number of nights stayed, hotel cost, average room rate, and name and location of hotel. This report shall be printed by top hotel sequence. In addition, this report shall have sub-totals by city and hotel and report grand totals.

G. Invoicing and Payment:

1. Payment for Travel Whenever possible, the Contractors shall charge the cost of COUNTY travel services to the COUNTY'S BTA.

2. Non-Credit Card Payments Payments for services rendered under this contract and not payable through the COUNTY'S commercial credit card account shall be due and payable thirty (30) days after the COUNTY'S receipt of CONTRACTORS' invoices. Reimbursement by the COUNTY to the Contractors for transportation services will be limited to actual carrier rates and/or fares effective for air, rail, bus and ship tickets issued to COUNTY travelers for official travel. **All transaction/processing fees listed on the Contractors' invoices**

must include corresponding traveler's information (Dept. No., Employee No., Employee Name and Unit No.) for the actual billing month the expenses are incurred.

(a) Other compensation for services provided under this contract may be in the form of commissions received by the Contractors from carriers and suppliers of rental vehicles, lodging and other related travel services. The COUNTY accepts no responsibility or liability for payment of such commissions.

(b) Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences and the CONTRACTOR is making such arrangements on behalf of the COUNTY, the COUNTY shall pay the vendor directly.

3. Refunds

a) Refunds for unused, downgraded or exchanged tickets shall be credited to the COUNTY'S BTA. The CONTRACTOR shall identify each refund by original ticket number, traveler name, employee number, department number, department unit number and other appropriate identifying numbers, and include this information on appropriate management reports.

b) Refunds for tickets purchased through the COUNTY'S BTA shall be immediately credited to that account.

c) Under no circumstances shall the CONTRACTOR provide any COUNTY employee or traveler with a cash refund of tickets charged to the COUNTY'S BTA.

d) In circumstances where the CONTRACTOR issued pre-paid tickets and electronic tickets for official COUNTY travel, Contractors shall monitor the use of these tickets. In the event a pre-paid ticket or electronic ticket is not used by the traveler, the Contractors will be required to recover the cost of the ticket from the airline, if refundable, and shall credit the COUNTY'S BTA. If non-refundable, Contractors will monitor the unused ticket until it is used or expired.

4. Unauthorized Travel The COUNTY will only pay for authorized official government travel. The COUNTY and CONTRACTOR shall develop authorization procedures jointly. At a minimum, the COUNTY may require that the CONTRACTOR maintain a list of persons authorized to book travel for each department and verify that the caller is on the authorized list. In addition, when making travel reservations, CONTRACTOR **must** obtain departmental number, department unit number, and employee number from the traveler. COUNTY employees will not be discouraged from using the CONTRACTOR for personal travel, but must pay the CONTRACTOR directly for these services from their own personal funds; the COUNTY assumes liability only for authorized, official, COUNTY travel.

ATTACHMENT B

FEE SCHEDULE

FINANCIAL ARRANGEMENT

1. DEFINITIONS

- Transaction Fee: A Transaction Fee in accordance with Section 4 of this Fee Schedule will apply for each transaction. "Transaction" means an air, car, bus, ship or rail ticket issued. The Transaction Fee shall be charged at the point-of-sale of each Transaction, and shall be billed through FCm Travel Solutions' Business Travel Account (BTA).
- Fees: Transaction Fees, ticket delivery fees, emergency service fees, report fees and any other fees or expenses owed by COUNTY to CONTRACTOR hereunder.
    - Cancellation: A ticketed air, car, rail, ship or bus reservation is cancelled.
    - Adjustment Fee: A transaction fee will be charged only when any of the following occur:
        a. Changes made to the outbound flight on a fully refundable ticket.
        b. Any change made on a non-refundable ticket.
- SWABIZ Ticket: An unrestricted, fully refundable electronic ticket issued by Southwest airline.
- Reimbursement Period: Each calendar quarter is referred to as a "Reimbursement Period."
- Contract Year: A Contract Year is the 12-month period from the first day of the month following the date of the award by the COUNTY Board of Supervisors.

2. BILLING AND PAYMENT

The Transaction Fee shall be charged at the point-of-sale of each transaction. The COUNTY authorizes CONTRACTOR to charge the Transaction Fee to the COUNTY'S credit card program through individual travelers' corporate charge or credit cards, or through FCm Travel Solutions' Business Travel Account (BTA). At

the end of each Reimbursement Period, CONTRACTOR shall determine the total amount of charged Transaction Fees for that Reimbursement Period. CONTRACTOR shall charge the Transaction Fee at the same time the Transaction itself is charged. Each Transaction Fee must be associated with a transaction and with a COUNTY Department Number, Unit Number, and Employee Number.

3. OPTIONAL SERVICES

Optional Services or products which COUNTY may utilize such as Consulting Services, Meetings and Incentive Travel, Web-Based Management Reporting, Online Booking and Electronic Ticketing Products, Third-party software products, and additional Travel Services, including without limitation, Visa and Passport Services, Meet and Greet, and VIP Services, will entail additional fees and, in some cases, a separate Contract.

4. FEES/COSTS TO COUNTY

Domestic Air Travel Services	Charges
Ticket Processing:	$25.00 per ticket
Ticket Adjustment:	No Fee
Ticket Cancellation:	No Fee
SWABIZ Ticket Processing:	$25.00 per ticket
SWABIZ Ticket Adjustment:	No Fee
SWABIZ Ticket Cancellation:	No Fee

International Air Travel Services	Charges
Ticket Processing:	$25.00 per ticket
Ticket Adjustment:	No Fee
Ticket Cancellation:	No Fee

Other Travel Services	Charges

Hotel Reservation:	No Fee[1]
Hotel Reservation Adjustment:	No Fee[1]
Hotel Reservation Cancellation:	No Fee[1]
Car Rental Reservation:	No Fee[1]
Car Rental Adjustment:	No Fee[1]
Car Rental Cancellation:	No Fee[1]
Bus Ticket:	No Fee[1]
Bus Ticket Adjustment:	No Fee[1]
Bus Ticket Cancellation:	No Fee[1]
Rail Ticket:	No Fee[1]
Rail Ticket Adjustment:	No Fee[1]
Rail Ticket Cancellation:	No Fee[1]
Ship Ticket:	No Fee[1]
Ship Ticket Adjustment:	No Fee[1]
Ship Ticket Cancellation:	No Fee[1]
Non-Commissionable Hotel Service:	$25.00[1]
Emergency Services:	No Fee
Physical Ticket Delivery (all req'd sites):	No Fee
Emergency Ticket Delivery (all req'd sites):	No Fee
Management Reports:	No Fee

[1] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $25 reservation fee applies.

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/contract process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractoris excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

Click on ‘Contractors’ / click on ‘Select a report’ / select ‘Debarred Contractors’ / click on ‘Go!’

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Arlene Barrera
Title: Division Chief
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8416
Facsimile: 213-628-8463
E-Mail Address: abarrera@auditor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie K. Chung
Title: Chief Accountant
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8402
Facsimile: 213-628-8463
E-Mail Address: cchung@auditor.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Namita Patel
Title: Program Specialist III
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-0974
Facsimile: 213-628-8463
E-Mail Address: npatel@auditor.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT G

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any contracts submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Contractor Name

_____
Contractor Official Title

_____
Official's Signature

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES
MASTER AGREEMENT FOR AS-NEEDED CONTRACT AUDITS/STUDIES
COUNTY LOBBYIST ORDINANCE

Chapter 2.160 of the Los Angeles County Code

2.160.010 Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.

B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.

C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.

D.”County lobbyist” means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:

(1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;

(2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities In connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or

(3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5

E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.

F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.

G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.

H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

The term "campaign contribution" does not include:

1. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;

2. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupants home or office if the costs for the meeting or fundraising event are $500.00 or less; or

3. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

I. “Gift” means any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person claiming a payment is not a gift due to consideration received has the burden of proving that such consideration is of equal or greater value. Provided, however, the term "gift" shall not include:

1. Informational material such as books, reports, pamphlets, calendars, or periodicals, except that no payment for travel or reimbursement for any expenses shall be deemed informational material;

2. Gifts which are not used and which, within 30 days after receipt, are resumed to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

3. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person, except that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

4. Campaign contributions required to be reported under this chapter;

5. Any devise or inheritance; or

6. Personalized plaques and trophies with an individual value of less than $250.00.

2.160.020 County lobbyist registration.

A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030 or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040 each county lobbyist within 10 days of first becoming a county lobbyist shall file with the executive officer of the board of supervisors a registration containing the following information:

1. A recent three-inch by four-inch photograph of the county lobbyist;

2. The county lobbyist’s full name business address and telephone number; and

3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.

2.160.030 County lobbying firm registration.

Each county lobbying firm within 10 days of first becoming a county lobbying firm shall file with the executive officer of the board of supervisors a registration containing the following Information:

A. The full name business address and telephone number of the county lobbying firm;

B. A list of the county lobbyists who are partners owners officers or employees of the county lobbying firm;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;

D. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:

1. The full name, business address and telephone number of the contractor;

2. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;

3. The time period of the contract;

4. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;

5. If the contractor is a business entity, a description of the business activity in which it is engaged;

6. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members,

7. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic Interest which the contractor principally represents or from which its membership or financial support is principally derived;

8. The county lobbying interests of the contractor;

E. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2. 160.120 and 2.160.130.

2.160.040 County lobbyist employer registration.

Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:

A. The full name, business address, and telephone number of the county lobbyist employer;

B. A list of the county lobbyists who are employed by the county lobbyist employer;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;

D. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged.

E. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;

F. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 5O members, the names of the members;

G. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;

H. The county lobbying interests of the county lobbyist employer.

2.160.050 Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020,2.160.030 or 2.160.040, and before any attempt to influence official action behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 Quarterly reports County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.80, no later than the end of the first month after the

close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbyist during the quarter, the report shall so indicate. (Ord. 96-0045 § 1, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.070 Quarterly reports--County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

A. The full name, business address, and telephone number of the county lobbying firm;

B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;

C. The total amount of all payments received for county lobbying services;

D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:

1. The full name, address, and telephone number of the subcontractor,

2. The name of the person for whom the subcontractor was retained to lobby,

3. The total amount of payments made to the subcontractor;

F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbyist services. (Ord. 96-0045 § 2, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.080 Quarterly reports--County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends $5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

A. The full name, business address, and telephone number of the filer;

B. The total amount of all payments made to a county lobbying firm;

C. The total amount of all payments made to county lobbyists employed by the filer;

D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action. (Ord. 96-0045 § 3, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.090 Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist, county lobbying firm and county lobbyist employer shall file with the executive officer the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was $100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080. (Ord. 96-0045 § 4, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.095 Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the

amount of funding provided by each such person, firm or entity. (Ord. 96-0045 § 5, 1996.)

2.160.100 Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act.

2.160.110 Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than $50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbing firm;

B. Deceive or attempt to deceive any county official regard to any material fact pertinent to any pending or proposed official action;

C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or non-occurrence of such official action;

D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;

E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;

F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.

2.160.140 Filing fees.

Each county lobbyist, county lobbying firm and county lobbyist employer or other person or entity shall pay a filing fee of $35.00 when filing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040 and a fee of $15.00 when filing a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080 or a separate quarterly campaign contribution report pursuant to Section 2.160.090. If any such filing is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee of $250.00.

2.160.150 Enforcement.

A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.

B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.

C. The executive officer of the board of supervisors is delegated the authority to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues;

2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter

shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;

3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to $2,000.00 for each such failure to comply.

4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated and such county lobbyist, county lobbying firm or county lobbyist employer shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer until such person has satisfied all other penalties imposed under this section.

D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board.

E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter. (Ord. 96-0045 § 6, 1996: Ord. 93-0031 § 2 (part), 1993.)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Contractor organization have and will comply with it during the contract period; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date:_____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their contract.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ORDINANCE NO. 97-0072

An Ordinance amending Title 2 - Administration of the Los Angeles County code to add Chapter 2.200 relating to the Child Support Collection Program.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.200 is hereby added to the Los Angeles County Code to read as follows:

Chapter 2.200

Los Angeles County Child Support Compliance Program

Section 2.200.010 Findings and Declaration. The Board of Supervisors finds that compliance with court-ordered child, family, or spousal obligations is in the public interest and benefits all residents of the County of Los Angeles.

Non-payment of child, family and spousal support is the leading cause of childhood poverty and welfare dependency in the United States. Los Angeles County has commenced prosecuting more than 512,000 child support cases, and opens more than 7,000 new cases each month. This represents the largest local child support enforcement program in the United States. The widespread failure to comply with court-ordered child, family and spousal support obligations evidenced by this enormous caseload endangers the public health and welfare of children and families in Los Angeles County.

Unpaid support obligations have required the County and its taxpayers to protect the public health and welfare by providing a large array of otherwise unneeded social, medical and other services for the benefit of children and families to whom these support obligations are owed and to bear the cost of maintaining one of the largest support enforcement systems in the United States. Billions of dollars of unpaid support obligations have created an immense economic burden upon the County and its taxpayers.

Therefore, the Board of Supervisors establishes the goal of ensuring that individuals who benefit financially from the County through employment, contract, or by the issuance of a business license are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

It is the Board's intent to help ensure greater effectiveness of the effort to collect unpaid child support by assisting the District Attorney in identifying and tracking employment as well as business and other assets of those who owe support obligations. By its support of this Chapter and its continued efforts to gather the information necessary to successfully enforce support obligations, the Board finds that the District Attorney has made a continuing request pursuant to the Public Records Act for County Employment Information.

Section 2.200.020 Definitions. Except as expressly provided in this Section, the definitions set forth in Chapter 2.02 shall apply to construction of this Chapter. For purposes of this Chapter 2.200, the terms set forth below shall have the following significance:

A. "Business Licensee Information" means the name and social security number, if available, of an owner of record of a business who has applied for a new or renewed business license.

B. "Contractor Information" means a New or Existing Contractor's name, social security number, if available, and whether or not the contractor has been issued any payment for goods provided or services performed for Los Angeles County.

C. "Employment Information" means a New or Existing employee's name and title, and whether or not he or she receives any compensation from the County of Los Angeles insofar as disclosure of this information is authorized by the Public Records Act, Government Code §6254(c) or in response to a request made in accordance with Welfare & Institutions Code §11478, §11478.1 or §11478.8.

D. "Existing Contractor" means any individual, partnership or other entity contracted by the County to provide goods or to perform services when performance under the contract commenced prior to the operative date of this Chapter.

E. "Existing employee" means an individual who was an employee of the county prior to the operative date of this Chapter.

F. "New Contractor" means an individual, partnership or other entity contracted or seeking to contract to provide goods or to perform services for the County when performance under the contract commences on or after the operative date of this ordinance.

G. "New Employee" means an individual who becomes an employee or is reinstated as an employee of the County after the operative date of this Chapter.

H. "Principal Owner" means any individual who owns an interest of ten percent or more in a "New or Existing Contractor as defined herein.

I. "Principal Owner Information": means a Principal Owner's name and title and whether or not the Principal Owner has been issued any payment by the New or Existing Contractor.

Section 2.200.030 Operative Date. This Chapter shall become operative upon the issuance by the Chief Administrative Officer of the instructions to County Departments concerning implementation of the Chapter as provided in Section 2.200.040.

Section 2.200.040 County Reporting. For the purpose of implementing this ordinance, the Chief Administrative Officer shall prepare and issue appropriate instructions to all County Department Heads including protocols to maintain information in confidence when legally required. These instructions shall be reviewed and approved by the County Counsel prior to issuance. These instructions shall require the County to report Employment and Contractor Information to the District Attorney in order to assist the District Attorney in the performance of support enforcement activities. County Department Heads are directed to comply with these instructions and to assure that such information is reported in a timely manner to the District Attorney on a quarterly basis.

Section 2.200.050 New Employee Disclosure. Commencing with the operative date of this Chapter, all applicants for County employment shall be advised of this ordinance and that Employment Information will be reported by the Auditor-Controller to the District Attorney for the purpose of enforcing compliance with existing court-ordered support obligations and to assist in establishing court orders for support.

Section 2.200.055 Existing Employees. The Auditor-Controller shall provide Employment information concerning Existing Employees to the District Attorney within 30 days of the operative date of this Chapter and periodically thereafter at the request of the District Attorney.

Section 2.200.060 New Contractor Reporting and Compliance Certification. At the time a New Contractor submits a bid, contract or other offer to provide goods to or perform services for the County, the New Contractor shall submit therewith the following written certifications: (a) that Principal Owner information has been provided to the District Attorney with respect to the New Contractor's Principal Owners; (b) that the New Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, (c) that the New Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Section 2.200.065 Current Contractor Reporting and Compliance Certification. Within 30 days of the operative date of this ordinance, County Department Heads shall serve upon Existing Contractors a written request that they provide the following certifications on a voluntary basis: (a) that Principal Owner information has been provided to the District Attorney with respect to the Existing Contractor's Principal Owners; (b) that the Existing Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment report for its employees; and, (c) that Existing Contractor" has fully complied with all lawfully-served Wage and Earnings Assignment and will continue to maintain compliance.

Section 2.200.070 Contract Provisions and Penalties. Commencing with the operative date of this ordinance, County solicitation documents shall advise "New Contractors" that failure to submit the certifications required by Section 2.200.060 shall be grounds for a finding that the bid, contract or other offer is nonresponsive. County contracts entered into on and after the operative date of this ordinance shall expressly provide that failure to comply with State and Federal reporting requirements regarding their employees or failure to implement lawfully-served Wage and Earnings Assignment Orders or Notices of Assignment constitutes a default under the contract and failure to cure the default within 90 days of notice by the County shall subject the contract to termination.

Section 2.200.080 Reporting to the Board of Supervisors. The District Attorney shall report to the Board of Supervisors within six months of the operative date and annually thereafter concerning the effectiveness of this ordinance. Such report shall contain statistical information on the actions taken under this Chapter and may contain recommendations for amendments to it.

Section 2.200.090 Licensing Records. Upon request by the District Attorney, the Treasurer and Tax Collector is directed to report Business License Information to the District Attorney not less than quarterly.

[2200mw.coc]

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that contractor for County contracts submit certifications of Program compliance to the soliciting County department.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in contract) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in contract) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address)

_____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____
(Month and Year)

at: _____ _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the contract to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St. Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or (b) agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

CONTRACT FOR TRAVEL MANAGEMENT SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES

AND

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.,

DATED

November 1, 2006

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CONTRACT FOR TRAVEL MANAGEMENT SERVICES

This Contract made and entered into this _____ day of _____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES
a body corporate and politic, hereinafter referred to as "COUNTY"

AND

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., with company headquarters at 200 Vesey Street, New York, NY 10285, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY is desirous of contracting for travel management services; and

WHEREAS, the CONTRACTOR is in a unique position to provide such services as contained herein by virtue of the CONTRACTOR'S extensive experience in the field;

NOW, therefore, in consideration of the mutual covenants herein contained, COUNTY and CONTRACTOR hereby agree as follows:

I. MERGER

This Contract, Attachments A and B, and the Request for Proposal - Travel Management Services (RFP) dated April 2006 and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, which are hereby incorporated shall 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. If there is a conflict or inconsistency between the body of this

Contract and/or the Attachments and/or the RFP and/or the Exhibits, such conflict or inconsistency will be resolved by giving preference first to the Contract, and then to the Attachments, and then to the RFP, and then to the Exhibits.

II. STATEMENT OF WORK AND FEE SCHEDULE

COUNTY agrees to place the bulk of its travel needs through four (4) specific contractors. In turn, CONTRACTOR shall provide the services and materials set forth in Attachment A, Statement of Work. CONTRACTOR also agrees to provide all services described in the County's RFP dated April 2006. The COUNTY agrees to the fee schedule set forth in Attachment B, Fee Schedule.

1. Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
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, unless a written amendment has been entered into by both parties. Upon discovery by CONTRACTOR of gratuitous services being provided, CONTRACTOR has the right to discontinue such gratuitous services and the future provision of such services shall be subject to a written amendment being entered into by both parties.
3. In the event an air carrier debits contractor for its provision of services under this agreement, County will pay such debit unless such debit is due to Contractor's fault or negligence.

III. TERM OF CONTRACT

1. The term of this Contract shall be a three-year period commencing on November 1, 2006, following execution of the contract by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. The COUNTY shall have the sole option to extend this Contract term for up to two additional one-year renewal terms for a maximum total Contract term of five years. Each such option and extension shall be exercised at the sole discretion of the Auditor-Controller, J. Tyler McCauley or Chief of Disbursements Division, Arlene Barrera.
3. The CONTRACTOR shall notify the Department of Auditor-Controller when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Department of Auditor - Controller at the address herein provided in Exhibit F – County's Administration.

IV. WARRANTY

CONTRACTOR specifically warrants it will use its best efforts to offer the lowest logical airfare available in the Global Distribution System at the time of booking, consistent with the COUNTY'S travel policy. If, in any specific instance, it can be shown that a lower logical airfare was available at the time of booking and CONTRACTOR did not offer it, CONTRACTOR will remit to the COUNTY the difference between the fare obtained and the lowest logical available airfare. This warranty only applies to airfares available on Contractors industry software described in RFP, and does not include airfares that are only made available on Internet websites. CONTRACTOR specifically warrants it will offer travelers motel, hotel, rail, and auto rental rates commensurate with the individual traveler's needs and consistent with the COUNTY'S travel policy.

CONTRACTOR warrants that it is and will be capable of providing for all of the COUNTY'S travel needs during the term hereof, that it will provide these needs on a timely and most cost-effective basis and that it has and will have the personnel, equipment, finances, experience, and expertise to so perform.

V. AUTHORIZATION WARRANTY

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

VI. DELAYS

CONTRACTOR shall promptly notify the COUNTY Project Manager, or authorized representative, and any travelers, verbally and/or in writing of the facts relating to any case that has or may result in delay or failure to perform. CONTRACTOR shall not be held accountable for failure in performance of this service contract in accordance with its terms if such failure can be shown by CONTRACTOR to have arisen from causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, labor strike, including supplier strikes, defaults, delays, shortages of transportation facilities, fuel, labor, epidemics, quarantine restriction, and inclement weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If failure to perform does occur, CONTRACTOR shall not be deemed at fault unless (1) the services to be furnished were obtainable from other sources at comparable cost and schedule, (2) the COUNTY shall have directed CONTRACTOR in writing to procure such services from such other sources, and (3) CONTRACTOR shall have failed to comply

reasonably with such directives.

VII. ADDITIONAL PROVISIONS OF CONTRACT

A. Termination For Convenience

1. The COUNTY and the CONTRACTOR reserve the right to cancel this Contract without cause on thirty (30) days' advance written notice. In the event of such cancellation, the CONTRACTOR shall be paid for actual costs in accordance with Attachment B, offset by shared commissions, if any, due the COUNTY to the date of the Contract.
2. This Contract may be terminated, in part, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. In such event, COUNTY shall send notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent. If upon receipt of such notice, CONTRACTOR does not accept the Contract being terminated in part, CONTRACTOR may terminate the entirety of this Contract immediately upon written notice to COUNTY within fifteen (15) business days of receipt of the COUNTY's notice. Failure to provide such written notice of

termination within fifteen (15) business days shall constitute

CONTRACTOR'S acceptance of the Contract being terminated in part.

3. After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
    - Stop work under this Contract on the date and to the extent specified in such notice, and
    - Complete performance of such part of the work as shall not have been terminated by such notice.
4. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section XIX - Record Retention & Inspection/Audit Settlement.

B. <u>Termination for Default</u>

1. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Project Manager:
    - CONTRACTOR has materially breached this Contract; or
    - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
    - CONTRACTOR fails to demonstrate a reasonable probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within fifteen (15) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

2. **CONTRACTOR'S failure to submit materially accurate, complete, timely and internally verified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract. COUNTY shall provide written notice of the default to CONTRACTOR and CONTRACTOR shall have thirty (30) days (or such longer period as the COUNTY may authorize in writing) to cure such default. Written notice may be effectuated by e-mail, fax, or other commercially acceptable forms of communication.**
3. In the event that the COUNTY terminates this Contract in whole or in part as provided in Section VII.B.1 – Additional Provision of Contract, Termination for Default, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
4. Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section VII.B.3 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section VII.B.4, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier. In addition, the terms “subcontractor” and “subcontractors” does not include any travel suppliers providing direct services (e.g. air, ground, or water transport accommodations, meals, and tours).

5. If, after the COUNTY has given notice of termination of the Contract for default, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section VII.B - Additional Provision of Contract, Termination for Default, or that the default was excusable under the provisions of Section VII.B.4 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section VII.A – Additional Provision of Contract, Termination for Convenience.
6. The rights and remedies of the COUNTY provided in this Section VII.B – Additional Provision of Contract, Termination

for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this

Contract.

C. Termination for Insolvency

1. The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
   - Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
   - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
   - The appointment of a Receiver or Trustee for the CONTRACTOR, provided that the Receiver or Trustee is not dismissed within thirty (30) days of appointment; or
   - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
2. The rights and remedies of the COUNTY provided in this Section VII.C – Additional Provision of Contract, Termination for Insolvency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination for Improper Consideration

1. The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

2. The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Material Changes

The parties hereby recognize that the financial terms of this Contract are based upon certain assumptions about standard travel industry conventions, and about COUNTY'S service requirements. If there is a material change (i) in any rules, orders, laws, or regulations, whether by a court of law, a government entity, an airline, the International Airline Travel Agency Network or the Airline Reporting Corporation, or any other applicable governing body, governing the manner in which CONTRACTOR or other travel agents may operate, or (ii) in COUNTY'S service configuration or service needs, any of which result in additional fees, losses, costs, surcharges or expenses being imposed on CONTRACTOR to perform this Contract, then upon notice to COUNTY, CONTRACTOR will have the right, beginning on the date of such

material change, to increase the Transaction Fee in an amount as reasonably necessary to compensate CONTRACTOR for such additional fees, losses, costs, surcharges or expenses. CONTRACTOR will (1) notify the COUNTY Project Manager via e-mail and/or fax within twenty-four (24) hours after CONTRACTOR determines to increase the Transaction Fee as a result of a material change and (2) provide COUNTY with written notice (Notice) of any such change in the Transaction Fee. The Notice to COUNTY shall be provided as indicated on Section XXIV - Notices.

If upon receipt of such Notice, COUNTY does not accept the new Transaction Fee, COUNTY may terminate this Contract immediately upon written notice to CONTRACTOR within 15 business days of receipt of the Notice. Failure to provide written notice of termination within 15 business days shall constitute COUNTY'S acceptance of the new Transaction Fee.

Notwithstanding anything in this Contract to the contrary, neither CONTRACTOR, nor any of CONTRACTOR'S parent, affiliated or subsidiary companies, nor any of CONTRACTOR or its respective employees, officers, directors, representatives or agents, are responsible or liable for any loss, damage, delay, inconvenience or injury to any person(s) which results from or arises out of: (1) any Supplier's breach of contract, any Supplier's failure to comply with applicable laws, or any Supplier's intentional, negligent or wrongful actions or omissions; or (2) any other acts, omissions, negligence or conditions outside of CONTRACTOR'S control, including, without limitation, terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local
laws, and climactic conditions. "Supplier" means any entity providing travel related services, including but not limited to, air, ground or water transportation, or accommodations, meals, tours,

etc.

Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from this Contract or relating to the obligations hereunder.

F. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the 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 the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

G. Change Orders and Amendments

No representative of either COUNTY or CONTRACTOR, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section VII.G, Change Orders and Amendments.

1. COUNTY reserves the right to change any portion of the work or procedure required under this Contract, or amend such other terms and conditions, as may become necessary. subject to the mutual contract of the parties and any such revision shall be accomplished in the following manner:

   a. For any change which affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Contract, a Change Order shall be executed by both the Auditor-Controller and

CONTRACTOR, with written concurrence of County Counsel. To the extent that changes do not impact either the scope of work, cost or payment schedules or amounts under this CONTRACT, the Auditor-Controller and CONTRACTOR,, may mutually approve changes in writing for the work listed in the Statement of Work or otherwise in this Contract provided that the Term of this Contract is not extended.

b. Notwithstanding any other provision of this Section VII.G, Change Orders and Amendments or Section VII.A, Termination for Convenience, subject to the mutual written agreement of the parties, the Auditor-Controller with written concurrence of County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Contract, and, for this purpose, the Auditor-Controller, with written concurrence of County Counsel, is authorized to prepare and sign amendments to this Contract which reduce the Statement of Work and the transaction or other fees without further action by the Board.

c. Such notices and amendments as described in Section VII.G. 1.c shall be authorized under the following conditions:

   i. Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

   ii. The Auditor-Controller shall obtain approval of County Counsel for any notice or amendment.

d. Change Order: Any "Change Order" proposed or executed by mutual Contract of the parties shall include:

i. A functional description of the work or procedure to be performed or changed under the Change Order and a statement which explains and certifies that such work or procedure is outside the scope of work required of CONTRACTOR under this Contract;

ii. If applicable, the transaction or other fee required for the revised work or procedure; and

iii. A recitation of the task or procedure to which such Change Order relates.

e. Fees: CONTRACTOR'S fees under the proposed Change Order shall be valid through the term of this Contract, unless changes to fees are agreed to by written agreement of the parties or pursuant to Section VII.E.

H. Local Small Business Enterprise (SBE) Preference Program

1. This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. Refer to COUNTY of Los Angeles Policy on Doing Business with Small Business, Exhibit A.

2. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3. The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or

denial of certification of any entity as a Local Small Business Enterprise.

4. If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
   a. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
   b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
   c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

I. Compliance with the COUNTY'S Jury Service Program

1. 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 as Contractor Employee Jury Services, Exhibit B and incorporated by reference into and made a part of this Contract.

2. Written Employee Jury Service Policy.

   a. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

   b. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The CONTRACTOR must so indicate in the Jury Service Program Certification Form and Application for Exception, attached as Exhibit C. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

d. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its

sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

J. CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to and Notice to Employees Regarding the Safely Surrendered Baby Law

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

Information on how to receive the poster can be found on the Internet at www.babysafela.org. Refer to Safely Surrendered Baby Law, Exhibit D.

Additionally, the CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, the fact sheet set forth in Exhibit D regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby.

K. Budget Reductions

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in

the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. If upon receipt of such notice, CONTRACTOR does not accept the reduction in payment obligation, CONTRACTOR may terminate this Contract immediately upon written notice to COUNTY within fifteen (15) business days of receipt of the Notice. Failure to provide written notice of termination within fifteen (15) business days shall constitute CONTRACTOR's acceptance of the reduced payment obligation.

L. Consideration of Hiring COUNTY Employees Targeted for Layoff/or Re-employment List

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

M. Employment Eligibility Verification

1. The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees

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

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

N. Complaints

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

1. Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

2. The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
3. If the COUNTY requests changes in the CONTRACTOR'S policy,

the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

4. If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
5. The CONTRACTOR shall acknowledge the receipt of a complaint within twenty four (24) hours of receipt, preliminarily investigate all complaints and shall resolve each complaint within ten (10) business days for CONTRACTOR related issues, and thirty (30) business days for COUNTY, vendor, subcontractor, or other third party related issues.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

VIII. INDEPENDENT CONTRACTOR STATUS

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

2. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

3. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.
4. The CONTRACTOR shall adhere to the provisions stated in Section XXVII - Confidentiality.

IX. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the 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 the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502

Los Angeles, CA 90012
Attention: Connie K. Chung

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the 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;
- 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; and
- Identify any deductibles or self-insured retentions over $50,000 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 the 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.

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 the COUNTY.

3. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.
4. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:
   - 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 the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
   - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
   - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
5. Compensation for COUNTY Costs: In the event that the 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 the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
6. Insurance Coverage Requirements for subcontractors: The

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

B. Insurance Coverage Requirements

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

2. Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state,

and for which the 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

4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent or wrongful act of proposed CONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the proposed Contract.

5. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract.

   Employee Dishonesty: $50,000

X. LANGUAGE AND UNITS OF MEASUREMENT

Everything related to the performance of this Contract shall be written in the English language and all numerical data furnished herein shall use the foot-pound-second system of units of measurement.

XI. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

XII. WARRANTY AGAINST CONTINGENT FEES

1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
2. For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

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

XIV. COMPLIANCE WITH LAWS

A. Compliance with Applicable Law

1. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances,

or directives. The terms “subcontractor” and “subcontractors” does not include any travel vendors or suppliers providing direct services (e.g. air, ground, or water transport, accommodations, meals, tours, and Global Distribution Systems).

3. If applicable, CONTRACTOR will assist COUNTY in complying with applicable laws, rules and regulations of local, state or federal governments, airlines, or of the Airlines Reporting Corporation (ARC) and the International Airlines Travel Agent Network (IATAN). The parties agree to take all reasonable measures to protect against the misappropriation or misuse of ARC traffic documents, including ticket stock and identification plates.

B. Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit H – Contractor’s EEO Certification.

XV. DELEGATION AND ASSIGNMENT

The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion. Any attempted assignment or delegation without such consent shall be null and void, and shall be grounds for COUNTY immediately terminating the Contract. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the

Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

XVI. SUBCONTRACTING

1. The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance express written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
2. If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:
   - A description of the work to be performed by the subcontractor;
   - A draft copy of the proposed subcontract; and
   - Other pertinent information and/or certifications requested by the COUNTY.
3. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the CONTRACTOR employees. The terms "subcontractor" and "subcontractors" do not include any

   travel vendors or suppliers providing direct services (e.g. air, ground, or water transport, accommodations, meals, and tours, and Global Distribution Systems).

4. The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
5. The COUNTY'S Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
6. The COUNTY'S Project Manager shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
7. The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

before any subcontractor employee may perform any work hereunder.

XVII. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>

The COUNTY or its agent will evaluate the 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 conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

XVIII. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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. Refer to Listing of Contractor Debarred in Los Angeles County, Exhibit E.

B. Chapter 2.202 of the County Code

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

C. Non-responsible Contractor

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

D. Contractor Hearing Board

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

provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor

Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of COUNTY Contractors.

XIX. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made

available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. Notwithstanding the foregoing, CONTRACTOR shall maintain the above materials for a period of five (5) years from the date of creation. CONTRACTOR will make itinerary and billing information available electronically, and will e-mail records to the COUNTY upon request. In the event COUNTY requires inspection of physical records which are located outside of Los Angeles County, COUNTY shall pay any travel and per diem costs connected with the inspection or audit of such records.

1. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the CONTRACTOR to comply with any of the provisions of the Section XIX - Record Retention and Inspection/Audit Settlement shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the

COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

XX. DISCLOSURE OF INFORMATION

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 CONTRACTOR from publicizing its role under this Contract within the following conditions:

1. CONTRACTOR shall develop all publicity material in a professional manner.
2. During the course of performance on this Contract, 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 consent of the COUNTY'S Chief Administrative Officer and COUNTY Counsel.

XXI. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5)

business day, give notice thereof, including all relevant information with respect thereto, to the other party.

XXII. VALIDITY

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

XXIII. WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies of COUNTY herein reserved shall be cumulative and additional to any other rights and remedies provided in law or equity.

XXIV. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in County's Administration, Exhibit F, and Contractor's Administration, Exhibit G. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Auditor-Controller, Mr. J. Tyler McCauley or Chief of Disbursements Division, Ms. Arlene Barrera shall have the authority to issue

all notices or demands required or permitted by the COUNTY under this Contract. Notwithstanding the foregoing, notices pursuant to Section VI.E - Material Changes shall be given by e-mail and/or fax.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

XXV. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. The CONTRACTOR shall certify to, and comply with, the provisions of Contractor's EEO Certification, Exhibit H.
3. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The CONTRACTOR certifies and agrees that it, its affiliates,

subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section XXV - Nondiscrimination and Affirmative Action when so requested by the COUNTY.
7. If the COUNTY finds that any provisions of this Section XXV - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8. The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or

suspending this Contract.

XXVI. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
2. The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract. Refer to Certification of No Conflict of Interest, Exhibit I.

XXVII. CONFIDENTIALITY

1. The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
2. The CONTRACTOR shall inform all of its officers, employees,

agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. The CONTRACTOR shall sign and adhere to the provisions set forth in Contractor Acknowledgement and Confidentiality Contract, Exhibit J. Notwithstanding the foregoing, CONTRACTOR may use COUNTY's confidential information as reasonably necessary to provide services to COUNTY as provided for under this Contract.
4. The COUNTY shall use all reasonable efforts to maintain confidentiality of CONTRACTOR's business, financial, and intellectual property.

XXVIII. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Exhibit K (County Code Chapter 2.160) and Familiarity with the County Lobbyist Ordinance Certification, Exhibit L. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

XXIX. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in

Internal Revenue Service Notice No. 1015.

XXX. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

1. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. Refer to Attestation of Willingness to Consider GAIN/GROW Participants, Exhibit M. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
2. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

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

1. The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
2. As required by the COUNTY'S Child Support Compliance Program, Exhibit N, (County Code Chapter 2.200, Ordinance No. 97-0072) and without limiting the CONTRACTOR'S duty under this Contract to

comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Refer to Child Support Compliance Program Certification, Exhibit O.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section XXXI - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section VII.B – Additional Provision of Contract, Termination for Default of CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

XXXIII. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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.

XXXIV. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S RECYCLED PAPER POLICY

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

XXXV. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

IN WITNESS WHEREOF, the parties have executed this Contract by causing it to be subscribed by their duly authorized representatives as of _____ day of _____, 2006 and effective as of the 1st day of November, 2006.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest:

_____
Sachi A. Hamai,
Executive Officer of the Board of Supervisors
COUNTY of Los Angeles

By _____
Deputy

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.,

By_____

Name_____

Title_____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL:

By_____
Brandi M. Moore
Senior Associate COUNTY Counsel

ATTACHMENT A

STATEMENT OF WORK

I. SERVICES TO BE RENDERED

A. Authorized Official Travel: The CONTRACTOR shall provide or arrange for travel services for authorized official travel including:

1. Transportation reservations for air (Domestic, International, and the California Local Government Airfare Program, through the Southwest Airlines "SWABIZ" program) and rail carriers, including the delivery of tickets.
2. Bus and Sea Services – The parties acknowledge that bus and sea bookings may be performed by CONTRACTOR at the request of COUNTY on a limited and ad hoc basis. Notwithstanding the foregoing and anything else to the contrary in this CONTRACT or otherwise, CONTRACTOR shall not be responsible for any liabilities related to the performance of such bus and sea bookings, including, but not limited to any issues relating to billing, invoicing, tracking, cancellations, refunds, reporting and management information reporting.
3. Vehicle rental services.
4. International travel, including assistance in obtaining passports, visas, and advice on documents regarding health requirements.
5. Reservations for lodging in hotels and motels.
6. Detailed traveler's itineraries. (NOTE: Copies of itineraries must be provided to traveler, as well as e-mail a copy to the Los Angeles COUNTY Travel Coordinator at CTC@auditor.lacounty.gov whenever arrangements are made.)
7. Management information and billing reports documenting all transactions on a monthly basis.
8. The coordination/arrangement of seminars, meetings, workshops and the like conducted by COUNTY agencies. This includes but is not

limited to the following areas: booking conference rooms and lodging, arranging meals and transportation, renting audio-visual equipment, and related services. Additional fees, and if necessary, a separate contract, may apply to the rendering of these services.

B. Countywide Travel Management Seminar:

1. The CONTRACTOR shall offer travel management seminars at least once annually to all COUNTY travel coordinators and other interested parties. These seminars shall address access to your travel management company's services, cost saving ideas, service satisfaction surveys, etc. CONTRACTOR shall provide other briefings deemed necessary by the COUNTY to remedy any procedural issues, which may arise.
2. CONTRACTOR shall contribute $200.00 per annum for the Countywide Travel Management Seminar. This fee will include costs associated with booking conference room, renting audio visual equipments, purchase of food and related items/services.

C. Employee Private Travel Needs: The CONTRACTOR will refer to Corporate Vacations for the personal travel needs of 93,000 of COUNTY employees and their families, if requested by employees. Employees shall pay the CONTRACTOR directly from their own personal funds for these services, and separate transaction fees may also apply. COUNTY shall not pay or be responsible for any travel expenses incurred by COUNTY employees or their families for personal travel. It is expressly understood that the COUNTY has no obligation to advise its employees of these services or to otherwise promote such services.

II. CONTRACTOR REQUIREMENTS

A. Facility Requirements: The CONTRACTOR must provide office space for CONTRACTOR personnel. COUNTY office space will not be provided for CONTRACTOR use.

B. Staffing Requirements: The CONTRACTOR shall provide an account manager and other personnel who are experienced in arranging transportation via all modes and are familiar with lodging establishments and vehicle rental firms. CONTRACTOR'S account manager and other personnel shall be experienced in operating the automated reservation and ticketing equipment to be used in performance of this Contract. CONTRACTOR'S account manager shall have a minimum of three years' travel agency experience, at least one year of which must have been managing a corporate account with billings in excess of $100,000. Other personnel (including reservation agents) assigned to this account shall have at least one full year's of travel agency experience in the delivery of high volume travel services. The account manager either shall be, or shall report directly to, the CONTRACTOR'S Project Manager. The Project Manager shall cooperate closely with the responsible COUNTY Project Manager.

C. Equipment: The CONTRACTOR shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communication services and related items necessary to conduct operations to fulfill the contract requirements.

D. Working Hours-Emergency Services: The CONTRACTOR shall provide daily service compatible with the COUNTY'S normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The CONTRACTOR shall provide emergency services outside of working hours through traveler access to a 24-hour, toll-free telephone number.

E. Telephone System Services: During COUNTY'S business hours, the

CONTRACTOR shall provide adequate number of agents to handle all incoming calls. Eighty percent (80%) of calls shall be answered within twenty (20) seconds. For those calls that are urgent, CONTRACTOR shall maintain a 24-hour, toll-free emergency phone line.

CONTRACTOR shall monitor all occasions where the caller is placed on hold prior to speaking with a travel agent. In addition, it is understood that COUNTY will notify CONTRACTOR if COUNTY employees are repeatedly being placed on hold or receiving a busy signal. CONTRACTOR will then be responsible for responding to this notification and proposing a corrective action plan within five (5) business days.

F. County Travel Policy: CONTRACTOR shall operate under the following guidelines when providing services for the COUNTY:

1. Lowest Cost Policy It is the COUNTY'S policy to obtain the lowest possible fares for authorized official government travel. Lowest cost will be obtained by:

   a) Routing Generally, the least expensive airline routing will be used.

   b) Declining Added Cost Travel Incentives Travel incentives, premium gifts, awards or prizes offered by airlines and other travel providers to COUNTY employees shall not be considered in the interest of obtaining the lowest possible published fares.

   c) Recommending Alternate Scheduling CONTRACTOR will use its best efforts to offer the lowest logical airfare available in the Global Distribution System, at the time of booking, consistent with the COUNTY's travel policy, including providing alternate departure and return schedules where necessary and/or required.

   The COUNTY maintains a Travel Policy, which will be provided to the CONTRACTOR, and will be expected to support its

provisions.

d) Declining Lowest Fares The CONTRACTOR shall maintain information relating to COUNTY employees who refused the lowest possible published airfares, including the reason why the airfares were declined (e.g., alternate airport not acceptable, direct flight needed, no red-eye flight, etc.).

2. Transportation Services The CONTRACTOR shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e., air (Domestic, SWABIZ) and rail. Except for electronic ticketing, all air passenger tickets must be issued only from approved ARC ticket stock. Generally, the COUNTY Travel Policy prohibits the use of first-class fares. Exceptions will be granted by the COUNTY Project Manager on an individual basis. The CONTRACTOR must obtain prior authorization from the COUNTY Project Manager or Project Monitor before booking any First Class airfares.

a) Full coach fares may be offered only if no other reduced fares are available.

b) The CONTRACTOR shall make adjustments for any change(s) in flight or train schedules. Tickets and billings shall be modified or reissued to reflect these changes.

c) If fees are required, the CONTRACTOR shall inform travelers of the amounts to be charged on processing, adjustment, cancellation, and 'emergency service' (outside of business hours) for every air or rail ticket issued.

d) The CONTRACTOR, if notified, shall make a timely effort to notify travelers of airport closings and canceled or delayed flights.

e) The CONTRACTOR shall provide to the COUNTY reservation and ticketing services normally accorded to corporate or private travelers. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes outside regular business hours. (NOTE: the

CONTRACTOR shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the Contract and that such subcontractor shall have access to appropriate records of the traveler. All subcontracts require prior COUNTY approval.) The CONTRACTOR shall not offer collect call access as the sole means of satisfying this requirement.

f) The CONTRACTOR shall utilize industry software to provide advance seat assignment, preferred seating waitlist, last seat availability, and lowest airfare waitlist on all airlines for which the CONTRACTOR claims to offer reservation services.

g) The CONTRACTOR shall utilize the travel industry's reservation system to verify lowest fare between booking and departure date for all tickets issued. If, between booking and departure, a lower fare becomes available, the CONTRACTOR shall attempt to contact the traveler and offer to reissue the tickets provided the fare savings is at least $50.00 greater than the associated cancellation fee or change fees.

h) The CONTRACTOR shall offer COUNTY access to an online reservation system for booking airline travel and, if possible, making car rental and hotel reservations. The online reservations system will be managed in accordance with the COUNTY Travel Policy.

3. <u>International Travel Services</u>

a) The CONTRACTOR shall arrange for international travel, including reservations and ticket delivery for air or rail transportation and reservations for hotel/motel accommodations and for car rental services.

b) The CONTRACTOR shall refer travelers to a website that provides advice on the following services:

- Necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel;
- Conditions at the various foreign destinations, including climatic conditions, types of clothing, which are appropriate, or essential, national and religious holidays, location of American embassies and consulates, etc.;
- Foreign currency exchange rates, securing auto insurance in conjunction with foreign car rentals, excess baggage requirements and fees.

4. Lodging Services

a) The CONTRACTOR shall provide lodging reservations. This service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. Hotel reservations shall not be billed to the COUNTY'S Air BTA. Individual travelers will pay for hotel accommodations, and obtain reimbursement directly from the COUNTY.

b) The CONTRACTOR shall endeavor to obtain discounted government and government CONTRACTOR rates for government travelers. If necessary to obtain government rates, the CONTRACTOR shall call such hotels directly, rather than by toll-free numbers. The CONTRACTOR shall also make available to the COUNTY any guaranteed corporate or other discount rates it has negotiated at these or other hotels.

5. Rental Vehicles The CONTRACTOR shall offer to reserve commercial rental vehicles in accordance with the COUNTY Travel Policy and include such information on the traveler's itinerary. Rental

Contracts negotiated by COUNTY shall be used if they are more economical than rates available to the CONTRACTOR.

6. Seminars and Meetings The CONTRACTOR shall assist in making all arrangements necessary for the presentation of seminars and meetings for COUNTY personnel and agencies. Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging and meals, transportation to the seminars or meeting site, clerical support, audio-visual equipment and all other related functions. The CONTRACTOR shall document that such services are competitively obtained from the lowest-cost bidder that complies with the requesting agency's quality standards. Additional fees, and if necessary, a separate contract may apply to the rendering of these services. Minimal activity is anticipated for this service.

7. Traveler's Itineraries The CONTRACTOR shall provide to each traveler a complete written trip itinerary including, but not limited to, the following:

   a) Carrier(s);

   b) Flight, train, bus and voyage number(s);

   c) Departure and arrival time(s) for each segment of the trip, identifying meals or other amenities provided, as provided by the Global Distribution System;

   d) Ground transportation facilities (e.g., car rental or car service) at destinations(s) when requested;

   e) Name, travel period, confirmation number, phone number and location of hotel/motel and room rates booked by the CONTRACTOR at each destination; and

   f) Name, travel period, confirmation number, and location of rental cars and rates booked by the CONTRACTOR at each destination.

   g) Traveler Cost Center Information: Employee Number,

Department Number, Unit Number

8. Ticket Delivery Electronic tickets are used in most instances. However, in the event a paper ticket is needed, CONTRACTOR agrees to deliver tickets and itineraries to the COUNTY Hall of Administration, 500 W. Temple Street, Room 502, Los Angeles, CA 90012 via overnight service. In addition, the CONTRACTOR agrees to arrange and/or provide overnight delivery service to a maximum of 4 additional sites within the COUNTY, as specified by the Auditor-Controller. Tickets shall routinely be provided not later than two business days in advance of scheduled travel date unless the COUNTY agency otherwise requests. The CONTRATOR shall be able to provide emergency ticket delivery at various COUNTY locations, or via electronic tickets, and if not available, via overnight service, and if not available it shall arrange for emergency prepaid tickets at an appropriate Airport within two hours' notice by the COUNTY agency, and if not available via courier service upon advanced approval by the COUNTY. The CONTRACTOR shall also be able to provide for the delivery of tickets to outlying COUNTY offices by express service when requested Via electronic tickets, and if not available via overnight service, and if not available via prepaid ticket advice, and if not available via courier service upon advanced approval by the COUNTY.

9. Monthly Management Reports The Contractors shall provide management information reports to the COUNTY for reconciliation and informational purposes. Reports shall be based on monthly billing cycle. Additionally, **report legends shall be provided where special, abbreviated codes are used**. At a minimum, the Contractors shall submit to the Auditor-Controller the following reports within 15 business days after the end of the month:

(a) Detail Billing Report - A detail report which provides for the

reconciliation of billings to the COUNTY'S credit card with only airline tickets issued. The report must display the employee name, employee number, department number, unit number, travel itinerary information (ticket number, routing information, departure date, and invoice date), and ticket amount. This report shall be arranged by unit number sequence. In addition, this report must show sub-totals by unit number and grand total of billing report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

(b) Trip Detail Report – A detail report of alphabetical listing arranged by department number and unit number sequence. The report must display employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report must show sub-totals for by department number and unit number sequence and grand total of the report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

(c) Savings Exception Detail Report - A detail report indicating the instances whereby a traveler declines the purchase of the lowest available airfare offered. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, full fare, low fare, fare paid, savings from full fare, savings lost (fare paid minus low fare), and reason lower fare ticket was declined.

(d) Transaction Fee Detail Report – A detail report listing transaction fee charged per transaction. Transaction fees may include airline reservation fee, emergency travel service fee, after-hours service fee, hotel/car reservation fee, airline reservation adjustment fee, and airline ticket refund fee. This report shall be arranged in department number and unit

number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, transaction fee type, and fee amount. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(e) Refund Ticket Detail Report – A detail report listing refunded ticket information. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, refund amount, and refund reason. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(f) Unused Refundable Ticket Detail Report – A detail report of all unused tickets that are identified as refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals. This report is subject to an amendment as described in Section VII.G. between the parties regarding CONTRACTOR's Ticket TRAX® Refundable ("TTR") service, but at no additional fee.

(g) Unused Non-refundable Ticket Detail Report – A detail report of all unused tickets that are identified as non-refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition,

this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals. This report is subject to an amendment as described in Section VII.G. between the parties regarding CONTRACTOR's Ticket TRAX® Non-Refundable ("TTNR") services, but at no additional fee.

(h) Car Rental Activity Detail Report - A detail report of all car rental activities indicating the employee name, employee number, department number, unit number, invoice number, rental location, rental agency, car type, pickup date, number of days rented, total rental cost, and average cost of rental per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(i) Rail Activity Detail Report - A detail report of all rail tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(j) Hotel Reservation Detail Report - A detail report of all hotel reservations indicating the employee name, employee number, department number, unit number, invoice number, hotel location, hotel name, number of days stayed, total cost, and average cost of stay per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(k) Prepaid Ticket Detail Report (as part of the Trip Detail Report) – A detail report of all tickets purchased in advance by

COUNTY travelers indicating the traveler name, invoice number, travel itinerary, and ticket amount. This report shall be arranged in traveler last name sequence. In addition, this report shall show report grand totals.

The following reports will be used for informational and research purposes and shall be in summary report format. The summary reports must include month-end and year-to-date totals:

(l) Monthly Travel Summary Report – A summary report indicating total ticket count and amount, average ticket price, total miles traveled, cost per mile, savings, and savings lost. This report shall be in month sequence and show report grand totals.

(m) Travel Summary Report - A summary report of top airlines indicating sales volume (gross and net), cost, savings, and savings lost by domestic and international travel. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), and hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages). This report shall include month-end and year-to-date totals.

(n) Executive Summary Report – A summary report displaying airfare analysis of total number of invoice, full fare, low fare, refunds, and exchanges with volume and cost associated for each item. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), top car chains with volume, hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages), and top hotel chains. This report shall include month-end and year-to-date totals.

(o) Top Carrier Cost Summary Report – A summary report of top airline carriers displaying volume and cost, percentage for volume and cost, and average cost. This report shall be printed by carrier rank sequence. In addition, this report shall show report grand totals and include month-end and year-to-date totals.

(p) Top O&D Market Pairs with Carrier Summary Report - A summary report of "city-pairs" indicating volume, cost, average cost, and airlines utilized for each "city-pair." This report shall be printed by top "city-pair" sequence. In addition, this report shall have sub-totals by "city-pair" rank and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(q) Car Agency Summary Report by City - A summary report of car rental activity for each city indicating the number of car rental days, rental cost, average rental days, and average rental cost. This report shall be printed by top car agency sequence. In addition, this report shall have sub-totals by car agency and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(r) Top Hotel Cities with Hotel Property Name - A summary report of hotel reservation activity for each city indicating the number of nights stayed, hotel cost, average room rate, and name and location of hotel. This report shall be printed by top hotel sequence. In addition, this report shall have sub-totals by city and hotel and report grand totals.

G. Invoicing and Payment:

1. Payment for Travel Whenever possible, the Contractors shall charge the cost of COUNTY travel services to the COUNTY'S BTA.

2. Non-Credit Card Payments Payments for services rendered under

this contract and not payable through the COUNTY'S commercial credit card account shall be due and payable thirty (30) days after the COUNTY'S receipt of CONTRACTORS' invoices. Reimbursement by the COUNTY to the Contractors for transportation services will be limited to actual carrier rates and/or fares effective for air, rail, bus and ship tickets issued to COUNTY travelers for official travel. **All transaction/processing fees listed on the Contractors' invoices must include corresponding traveler's information (Dept. No., Employee No., Employee Name and Unit No.) for the actual billing month the expenses are incurred.**

(a) Other compensation for services provided under this contract may be in the form of commissions received by the Contractors from carriers and suppliers of rental vehicles, lodging and other related travel services. The COUNTY accepts no responsibility or liability for payment of such commissions.

(b) Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences and the CONTRACTOR is making such arrangements on behalf of the COUNTY, the COUNTY shall pay the vendor directly.

3. <u>Refunds</u>

a) Refunds for unused, downgraded or exchanged tickets shall be credited to the COUNTY'S BTA. The CONTRACTOR shall identify each refund by original ticket number, traveler name, employee number, department number, department unit number and other appropriate identifying numbers, and include this information on appropriate management reports.

b) Refunds for tickets purchased through the COUNTY'S BTA shall be submitted same day for refund upon notification by the traveler.

c) Under no circumstances shall the CONTRACTOR provide any

COUNTY employee or traveler with a cash refund of tickets charged to the COUNTY'S BTA.

d) Subject to an amendment as described in Section VII.G. between the parties regarding CONTRACTOR's Ticket TRAX® Non-Refundable ("TTNR") and Ticket TRAX® Refundable ("TTR") services, but at no additional fees: In circumstances where the CONTRACTOR issued pre-paid tickets and electronic tickets for official COUNTY travel, Contractors shall monitor the use of these tickets. In the event a pre-paid ticket or electronic ticket is not used by the traveler, the Contractors will be required to recover the cost of the ticket from the airline, if refundable, and shall credit the COUNTY'S BTA. If non-refundable, Contractors will monitor the unused ticket until it is used or expired.

4. Unauthorized Travel The COUNTY will only pay for authorized official government travel. The COUNTY and CONTRACTOR shall develop authorization procedures jointly. At a minimum, the COUNTY may require that the CONTRACTOR maintain a list of persons authorized to book travel for each department and verify that the caller is on the authorized list. In addition, when making travel reservations, CONTRACTOR **must** obtain departmental number, department unit number, and employee number from the traveler. COUNTY employees will not be discouraged from using the CONTRACTOR for personal travel, but must pay the CONTRACTOR directly for these services from their own personal funds; the COUNTY assumes liability only for authorized, official, COUNTY travel.

ATTACHMENT B

FEE SCHEDULE

FINANCIAL ARRANGEMENT

1. DEFINITIONS

- Transaction Fee: A Transaction Fee in accordance with Section 4 of this Fee Schedule will apply for each transaction. "Transaction" means an air, car, bus, ship or rail ticket issued. The Transaction Fee shall be charged at the point-of-sale of each Transaction, and shall be billed through American Express's Business Travel Account (BTA).
- Fees: Transaction Fees, ticket delivery fees, emergency service fees, report fees and any other fees or expenses owed by COUNTY to CONTRACTOR hereunder.
    - Cancellation: A ticketed air or rail reservation is cancelled.
    - Adjustment Fee: A transaction fee will be charged only when any of the following occur:
        a. Changes made to the outbound flight on a fully refundable ticket.
        b. Any change made on a non-refundable ticket.
- SWABIZ Ticket: An unrestricted, fully refundable electronic ticket issued by Southwest airline.
- Reimbursement Period: Each calendar quarter is referred to as a "Reimbursement Period."
- Contract Year: A Contract Year is the 12-month period from the first day of the month following the date of the award by the COUNTY Board of Supervisors.

2. BILLING AND PAYMENT

The Transaction Fee shall be charged at the point-of-sale of each transaction. The COUNTY authorizes CONTRACTOR to charge the Transaction Fee to the COUNTY'S credit card program through individual travelers' corporate charge or credit cards, or through American Express's Business Travel Account (BTA). At the end of each Reimbursement Period, CONTRACTOR shall determine the total

amount of charged Transaction Fees for that Reimbursement Period. CONTRACTOR shall charge the Transaction Fee at the same time the Transaction itself is charged. Each Transaction Fee must be associated with a transaction and with a COUNTY Department Number, Unit Number, and Employee Number.

3. OPTIONAL SERVICES

Optional Services or products which COUNTY may utilize such as Consulting Services, Meetings and Incentive Travel, Web-Based Management Reporting, Online Booking and Electronic Ticketing Products, Third-party software products, and additional Travel Services, including without limitation, Visa and Passport Services, Meet and Greet, and VIP Services, will entail additional fees and, in some cases, a separate Contract.

4. FEES/COSTS TO COUNTY

Domestic Air Travel Services	Charges
Ticket Processing:	$38.00 per ticket
Ticket Adjustment:	$38.00[1]
Ticket Cancellation:	$38.00
SWABIZ Ticket Processing:	$38.00 per ticket
SWABIZ Ticket Adjustment:	$38.00
SWABIZ Ticket Cancellation:	$38.00[1]

International Air Travel Services	Charges
Ticket Processing:	$63.00 per ticket
Ticket Adjustment:	$63.00[1]
Ticket Cancellation:	$63.00

[1] Fees apply to certain types of ticket adjustments. Refer to definition in Section 1 of the Fee Schedule for examples.

Other Travel Services	Charges

Hotel Reservation:	$38.00 per reservation[2]
Hotel Reservation Adjustment:	$38.00[2]
Hotel Reservation Cancellation:	$38.00[2]
Car Rental Reservation:	$38.00[2]
Car Rental Adjustment:	$38.00[2]
Car Rental Cancellation:	$38.00[2]
Bus Ticket:	$38.00[2]
Domestic Rail Ticket:	$38.00[2]
Domestic Rail Ticket Adjustment:	$38.00[2]
Domestic Rail Ticket Cancellation:	$38.00[2]
International Rail Ticket:	$63.00[2]
International Rail Ticket Adjustment:	$63.00[2]
International Rail Ticket Cancellation:	$63.00[2]
Ship Ticket:	$38.00[2]
Non-Commissionable Hotel Service:	$10.00[3]
Emergency Services:	$16.00
Physical Ticket Delivery (all req'd sites):	$20.00
Emergency Ticket Delivery (all req'd sites):	$20.00
Management Reports:	No Fee

[2] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $38 reservation fee applies.
[3] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $10 reservation fee applies.

CONTRACT FOR TRAVEL MANAGEMENT SERVICES

BETWEEN

THE COUNTY OF LOS ANGELES

AND

FCm TRAVEL SOLUTIONS,

DATED

November 1, 2006

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CONTRACT FOR TRAVEL MANAGEMENT SERVICES

This Contract made and entered into this _____ day of _____, 2006.

BY AND BETWEEN

COUNTY OF LOS ANGELES
a body corporate and politic, hereinafter referred to as "COUNTY"

AND

FCm TRAVEL SOLUTIONS., with company headquarters at 800 South Figueroa Street, Suite 1070, Los Angeles, CA 90017, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY is desirous of contracting for travel management services; and

WHEREAS, the CONTRACTOR is in a unique position to provide such services as contained herein by virtue of the CONTRACTOR'S extensive experience in the field;

NOW, therefore, in consideration of the mutual covenants herein contained, COUNTY and CONTRACTOR hereby agree as follows:

I. MERGER

This Contract, Attachments A and B, and the Request for Proposal - Travel Management Services (RFP) dated April 2006 and Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P, which are hereby incorporated shall 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. If there is a conflict or inconsistency between the body of this

Contract and/or the Attachments and/or the RFP and/or the Exhibits, such conflict or inconsistency will be resolved by giving preference first to the Contract, and then to the Attachments, and then to the RFP, and then to the Exhibits.

II. STATEMENT OF WORK AND FEE SCHEDULE

COUNTY agrees to place the bulk of its travel needs through four (4) specific contractors. In turn, CONTRACTOR shall provide the services and materials set forth in Attachment A, Statement of Work. CONTRACTOR also agrees to provide all services described in the County's RFP dated April 2006. The COUNTY agrees to the fee schedule set forth in Attachment B, Fee Schedule.

1. Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
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.

III. TERM OF CONTRACT

1. The term of this Contract shall be a three-year period commencing on November 1, 2006, following execution of the contract by the COUNTY Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. The COUNTY shall have the sole option to extend this Contract term for up to two additional one-year renewal terms for a maximum total Contract term of five years. Each such option and extension shall be

exercised at the sole discretion of the Auditor-Controller, J. Tyler McCauley or Chief of Disbursements Division, Arlene Barrera.

3. The CONTRACTOR shall notify the Department of Auditor-Controller when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the Department of Auditor - Controller at the address herein provided in Exhibit F – County's Administration.

IV. WARRANTY

CONTRACTOR specifically warrants it will use its best efforts to offer the lowest logical airfare available in the travel industry's ticket reservation system at the time of booking, consistent with the COUNTY'S travel policy. If, in any specific instance, it can be shown that a lower logical airfare was available at the time of booking and CONTRACTOR did not offer it, CONTRACTOR will remit to the COUNTY the difference between the fare obtained and the lowest logical available airfare. This warranty only applies to airfares available on Contractors industry software described in RFP, and does not include airfares that are only made available on Internet websites. CONTRACTOR specifically warrants it will offer travelers motel, hotel, bus, rail, sea, and auto rental rates commensurate with the individual traveler's needs and consistent with the COUNTY'S travel policy.

CONTRACTOR warrants that it is and will be capable of providing for all of the COUNTY'S travel needs during the term hereof, that it will provide these needs on a timely and most cost-effective basis and that it has and will have the personnel, equipment, finances, experience, and expertise to so perform.

V. AUTHORIZATION WARRANTY

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

VI. DELAYS

CONTRACTOR shall promptly notify the COUNTY Project Manager, or authorized representative, and any travelers, verbally and/or in writing of the facts relating to any case that has or may result in delay or failure to perform. CONTRACTOR shall not be held accountable for failure in performance of this service contract in accordance with its terms if such failure can be shown by CONTRACTOR to have arisen from causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, labor strike, including supplier strikes, defaults, delays, shortages of transportation facilities, fuel, labor, epidemics, quarantine restriction, and inclement weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If failure to perform does occur, CONTRACTOR shall not be deemed at fault unless (1) the services to be furnished were obtainable from other sources at comparable cost and schedule, (2) the COUNTY shall have directed CONTRACTOR in writing to procure such services from such other sources, and (3) CONTRACTOR shall have failed to comply reasonably with such directives.

VII. ADDITIONAL PROVISIONS OF CONTRACT

A. Termination For Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
    - Stop work under this Contract on the date and to the extent specified in such notice, and
    - Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with Section XIX - Record Retention & Inspection/Audit Settlement.

B. Termination for Default

1. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Project Manager:
    - CONTRACTOR has materially breached this Contract; or
    - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

2. **CONTRACTOR'S failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate the Contract.**
3. In the event that the COUNTY terminates this Contract in whole or in part as provided in Section VII.B.1 – Additional Provision of Contract, Termination for Default, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
4. Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section VII.B.3 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State

governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section VII.B.4, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

5. If, after the COUNTY has given notice of termination of the Contract for default, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section VII.B - Additional Provision of Contract, Termination for Default, or that the default was excusable under the provisions of Section VII.B.4 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section VII.A – Additional Provision of Contract, Termination for Convenience.
6. The rights and remedies of the COUNTY provided in this Section VII.B – Additional Provision of Contract, Termination

for Default shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. Termination for Insolvency

1. The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:
    - Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
    - The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
    - The appointment of a Receiver or Trustee for the CONTRACTOR; or
    - The execution by the CONTRACTOR of a general assignment for the benefit of creditors.
2. The rights and remedies of the COUNTY provided in this Section VII.C – Additional Provision of Contract, Termination for Insolvency shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Termination for Improper Consideration

1. The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing

favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

2. The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Material Changes

The parties hereby recognize that the financial terms of this Contract are based upon certain assumptions about standard travel industry conventions, and about COUNTY'S service requirements. If there is a material change (i) in any rules, orders, laws, or regulations, whether by a court of law, a government entity, an airline, the International Airline Travel Agency Network or the Airline Reporting Corporation, or any other applicable governing body, governing the manner in which CONTRACTOR or other travel agents may operate, or (ii) in COUNTY'S service configuration or service needs, any of which result in additional fees, losses, costs, surcharges or expenses being imposed on CONTRACTOR to perform this Contract, then upon notice to COUNTY, CONTRACTOR will have the right, upon approval by the COUNTY in the sole discretion of the Auditor-Controller as outlined below,

beginning on the date of such material change, to increase the Transaction Fee in an amount as reasonably necessary to compensate CONTRACTOR for such additional fees, losses, costs, surcharges or expenses. CONTRACTOR will (1) notify the COUNTY Project Manager via e-mail and/or fax within twenty-four (24) hours after CONTRACTOR determines to increase the Transaction Fee as a result of a material change and (2) provide COUNTY with written notice (Notice) of any such change in the Transaction Fee. The Notice to COUNTY shall be provided as indicated on Section XXIV - Notices.

If upon receipt of such Notice, COUNTY does not accept the new Transaction Fee, COUNTY may terminate this Contract immediately upon written notice to CONTRACTOR within 15 business days of receipt of the Notice. Failure to provide written notice of termination within 15 business days shall constitute COUNTY'S acceptance of the new Transaction Fee.

Notwithstanding anything in this Contract to the contrary, neither CONTRACTOR, nor any of CONTRACTOR'S parent, affiliated or subsidiary companies, nor any of CONTRACTOR or its respective employees, officers, directors, representatives or agents, are responsible or liable for any loss, damage, delay, inconvenience or injury to any person(s) which results from or arises out of: (1) any Supplier's breach of contract, any Supplier's failure to comply with applicable laws, or any Supplier's intentional, negligent or wrongful actions or omissions; or (2) any other acts, omissions, negligence or conditions outside of CONTRACTOR'S control, including, without limitation, terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local
laws, and climactic conditions. "Supplier" means any entity providing travel related services, including but not limited to, air,

ground or water transportation, or accommodations, meals, tours, etc.

Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from this Contract or relating to the obligations hereunder.

F. Indemnification

The CONTRACTOR shall indemnify, defend and hold harmless the 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 the CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

G. Change Orders and Amendments

No representative of either COUNTY or CONTRACTOR, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Section VII.G, Change Orders and Amendments.

1. COUNTY reserves the right to change any portion of the work or procedure required under this Contract, or amend such other terms and conditions, as may become necessary. All Changes or amendments hereunder are subject to mutual Contract of the parties and any such revision shall be accomplished in the following manner:

   a. For any change which affects the scope of Work, period of performance, amount of payments, or any

other term or condition included under this Contract, a Change Order shall be executed by both the Auditor-Controller and CONTRACTOR, with written concurrence of County Counsel. To the extent that changes do not impact either the scope of work, cost or payment schedules or amounts under this CONTRACT, the Auditor-Controller, in it's discretion, may approve changes in writing for the work listed in the Statement of Work or otherwise in this CONTRACT provided that the Term of this CONTRACTOR is not extended.

b. Notwithstanding any other provision of this Section VII.G, Change Orders and Amendments or Section VII.A, Termination for Convenience, the Auditor-Controller with written concurrence of County Counsel, shall take all appropriate action to carry out any orders of the Board relating to this Contract, and, for this purpose, the Auditor-Controller, with written concurrence of County Counsel, is authorized to prepare and sign amendments to this Contract which reduce the Statement of Work and the transaction or other fees without further action by the Board.

c. Such notices and amendments as described in Section VII.G. 1.c shall be authorized under the following conditions:

   i. Notices shall be in compliance with all applicable federal, state and County laws, rules, regulations, ordinances, guidelines, and directives.

   ii. The Auditor-Controller shall obtain approval of County Counsel for any notice or amendment.

d. <u>Change Order:</u> Any "Change Order" proposed or executed by mutual Contract of the parties shall include:

   i. A functional description of the work or procedure to be performed or changed under the Change Order and a statement which explains and certifies that such work or

procedure is outside the scope of work required of CONTRACTOR under this Contract;

ii. If applicable, the transaction or other fee required for the revised work or procedure; and

iii. A recitation of the task or procedure to which such Change Order relates.

e. Fees: CONTRACTOR'S fees under the proposed Change Order shall be valid through the term of this Contract.

H. Local Small Business Enterprise (SBE) Preference Program

1. This Contract is subject to the provisions of the COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles COUNTY Code. Refer to COUNTY of Los Angeles Policy on Doing Business with Small Business, Exhibit A.
2. The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
3. The CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
4. If the CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld

was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. Pay to the COUNTY any difference between the contract amount and what the COUNTY'S costs would have been if the contract had been properly awarded;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles COUNTY Code (Determinations of CONTRACTOR Non-responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY'S Office of Affirmative Action Compliance of this information.

I. Compliance with the COUNTY'S Jury Service Program

1. 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 as Contractor Employee Jury Services, Exhibit B and incorporated by reference into and made a part of this Contract.

2. Written Employee Jury Service Policy.

a. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall

also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

c. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The CONTRACTOR must so indicate in the Jury Service Program Certification Form and Application for Exception, attached as Exhibit C. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

d. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

J. CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to and Notice to Employees Regarding the Safely Surrendered Baby Law

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

Information on how to receive the poster can be found on the Internet at www.babysafela.org. Refer to Safely Surrendered Baby Law, Exhibit D.

Additionally, the CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, the fact sheet set forth in Exhibit D regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby.

K. Budget Reductions

In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that

fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

L. Consideration of Hiring COUNTY Employees Targeted for Layoff/or Re-employment List

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

M. Employment Eligibility Verification

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

amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

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

N. Complaints

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

1. Within five (5) business days after Contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.
2. The COUNTY will review the CONTRACTOR'S policy and provide the CONTRACTOR with approval of said plan or with requested changes.
3. If the COUNTY requests changes in the CONTRACTOR'S policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
4. If, at any time, the CONTRACTOR wishes to change the CONTRACTOR'S policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

5. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY'S Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the COUNTY'S Project Manager within three (3) business days of mailing to the complainant.

VIII. INDEPENDENT CONTRACTOR STATUS

1. This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
3. The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

4. The CONTRACTOR shall adhere to the provisions stated in Section XXVII - Confidentiality.

IX. INSURANCE REQUIREMENTS

A. General Insurance Requirements

Without limiting the CONTRACTOR'S indemnification of the COUNTY and during the term of this Contract, the 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 the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR'S own expense.

1. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012
Attention: Connie K. Chung

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the 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;

- 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; and
- Identify any deductibles or self-insured retentions for the COUNTY'S approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the 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.

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 the COUNTY.
3. Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

4. Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:
   - 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 the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
   - Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.
   - Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY'S Project Manager.
   - Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.
5. Compensation for COUNTY Costs: In the event that the 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 the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
6. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:
   - The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
   - The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to

obtain copies of evidence of Subcontractor insurance coverage at any time.

B. Insurance Coverage Requirements

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

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

3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the 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

4. Professional Liability: Insurance covering liability arising from any error, omission, or negligent or wrongful act of proposed CONTRACTOR, its officers, or employees with limits of not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of the proposed Contract.

5. Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

   Employee Dishonesty: $50,000

X. LANGUAGE AND UNITS OF MEASUREMENT

Everything related to the performance of this Contract shall be written in the English language and all numerical data furnished herein shall use the foot-pound-second system of units of measurement.

XI. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

XII. WARRANTY AGAINST CONTINGENT FEES

1. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
2. For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

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

XIV. COMPLIANCE WITH LAWS

A. Compliance with Applicable Law

1. The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
2. The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.
3. If applicable, CONTRACTOR will assist COUNTY in complying with applicable laws, rules and regulations of local, state or federal governments, airlines, or of the Airlines Reporting Corporation (ARC) and the International Airlines Travel Agent Network (IATAN). The parties agree to take all reasonable measures to protect against the misappropriation or misuse of ARC traffic documents, including ticket stock and identification plates.

B. Compliance with Civil Rights Laws

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with Exhibit H – Contractor's EEO Certification.

XV. DELEGATION AND ASSIGNMENT

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

2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than

the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

3. If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the Contract which may result in the termination of this 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 CONTRACTOR.

XVI. SUBCONTRACTING

1. The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance express written approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

2. If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY'S request:

   - A description of the work to be performed by the Subcontractor;
   - A draft copy of the proposed subcontract; and

- Other pertinent information and/or certifications requested by the COUNTY.

3. The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
4. The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY'S approval of the CONTRACTOR'S proposed subcontract.
5. The COUNTY'S Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.
6. The COUNTY'S Project Manager shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY'S consent to subcontract.
7. The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

COUNTY of Los Angeles
Department of Auditor-Controller
Hall of Administration
500 West Temple Street, Room 502
Los Angeles, CA 90012

Attention: Connie K. Chung

before any Subcontractor employee may perform any work hereunder.

XVII. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 conditions and performance standards. CONTRACTOR deficiencies which the 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

XVIII. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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. Refer to Listing of Contractor Debarred in Los Angeles County, Exhibit E.

B. Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on

this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

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

D. Contractor Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY Project Manager will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where

evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the COUNTY Project Manager shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for

review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of COUNTY Contractors.

XIX. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also

maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. CONTRACTOR will make itinerary and billing information available electronically, and will e-mail records to the COUNTY upon request. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY'S Auditor-Controller within thirty (30) days of the CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of the CONTRACTOR to comply with any of the provisions of the Section XIX - Record Retention and

Inspection/Audit Settlement shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

XX. <u>DISCLOSURE OF INFORMATION</u>

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 CONTRACTOR from publicizing its role under this Contract within the following conditions:

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

2. During the course of performance on this Contract, 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 consent of the COUNTY'S Chief Administrative Officer and COUNTY Counsel.

XXI. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

XXII. VALIDITY

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

XXIII. WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies of COUNTY herein reserved shall be cumulative and additional to any other rights and remedies provided in law or equity.

XXIV. NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid,

addressed to the parties as identified in County's Administration, Exhibit F, and Contractor's Administration, Exhibit G. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Auditor-Controller, Mr. J. Tyler McCauley or Chief of Disbursements Division, Ms. Arlene Barrera shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract. Notwithstanding the foregoing, notices pursuant to Section VI.E - Material Changes shall be given by e-mail and/or fax.

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

XXV. NONDISCRIMINATION AND AFFIRMATIVE ACTION

1. The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. The CONTRACTOR shall certify to, and comply with, the provisions of Contractor's EEO Certification, Exhibit H.
3. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training,

including apprenticeship.

4. The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
5. The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this Section XXV - Nondiscrimination and Affirmative Action when so requested by the COUNTY.
7. If the COUNTY finds that any provisions of this Section XXV - Nondiscrimination and Affirmative Action have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
8. The parties agree that in the event the CONTRACTOR violates any

of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

XXVI. CONFLICT OF INTEREST

1. No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY'S approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY'S approval or ongoing evaluation of such work.
2. The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract. Refer to Certification of No Conflict of Interest, Exhibit I.

XXVII. CONFIDENTIALITY

1. The CONTRACTOR shall maintain the confidentiality of all records

obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

2. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
3. The CONTRACTOR shall sign and adhere to the provisions set forth in Contractor Acknowledgement and Confidentiality Contract, Exhibit J.

XXVIII. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Exhibit K (County Code Chapter 2.160) and Familiarity with the County Lobbyist Ordinance Certification, Exhibit L. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

XXIX. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

XXX. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

1. Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. Refer to Attestation of Willingness to Consider GAIN/GROW Participants, Exhibit M. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.
2. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

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

1. The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.
2. As required by the COUNTY'S Child Support Compliance Program, Exhibit N, (County Code Chapter 2.200, Ordinance No. 97-0072) and without limiting the CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Refer to Child Support Compliance Program Certification, Exhibit O.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Section XXXI - CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section VII.B – Additional Provision of Contract, Termination for Default of CONTRACTOR and pursue debarment of the CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

XXXIII. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

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.

XXXIV. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S RECYCLED PAPER POLICY

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

XXXV. CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit P in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Exhibit P, Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

IN WITNESS WHEREOF, the parties have executed this Contract by causing it to be subscribed by their duly authorized representatives as of _____ day of _____, 2006 and effective as of the 1st day of November, 2006.

COUNTY OF LOS ANGELES

By_____
Mayor, Board of Supervisors

Attest:

_____
Sachi A. Hamai,
Executive Officer of the Board of Supervisors
COUNTY of Los Angeles

By _____
Deputy

FCm TRAVEL SOLUTIONS,

By_____

Name_____

Title_____

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.
COUNTY COUNSEL:

By_____
Brandi M. Moore
Senior Associate COUNTY Counsel

ATTACHMENT A

STATEMENT OF WORK

I. SERVICES TO BE RENDERED

A. Authorized Official Travel: The CONTRACTOR shall provide or arrange for travel services for authorized official travel including:

1. Transportation reservations for air (Domestic, International, and the California Local Government Airfare Program, through the Southwest Airlines "SWABIZ" program), rail, bus, and ship carriers, including the delivery of tickets.
2. Vehicle rental services.
3. International travel, including assistance in obtaining passports, visas, and advice on documents regarding health requirements.
4. Reservations for lodging in hotels and motels.
5. Detailed traveler's itineraries. (NOTE: Copies of itineraries must be provided to traveler, as well as e-mail a copy to the Los Angeles COUNTY Travel Coordinator at CTC@auditor.lacounty.gov whenever arrangements are made.)
6. Management information and billing reports documenting all transactions on a monthly basis.
7. The coordination/arrangement of seminars, meetings, workshops and the like conducted by COUNTY agencies. This includes but is not limited to the following areas: booking conference rooms and lodging, arranging meals and transportation, renting audio-visual equipment, and related services. Additional fees, and if necessary, a separate contract, may apply to the rendering of these services.

B. Countywide Travel Management Seminar:

1. The CONTRACTOR shall offer travel management seminars at least once annually to all COUNTY travel coordinators and other interested parties. These seminars shall address access to your travel

management company's services, cost saving ideas, service satisfaction surveys, etc. CONTRACTOR shall provide other briefings deemed necessary by the COUNTY to remedy any procedural issues, which may arise.

2. CONTRACTOR shall contribute $200.00 per annum for the Countywide Travel Management Seminar. This fee will include costs associated with booking conference room, renting audio visual equipments, purchase of food and related items/services.

C. Employee Private Travel Needs: The CONTRACTOR shall also provide appropriate services for the personal travel needs of approximately 93,000 COUNTY employees and their families, if requested by employees.— Employees shall pay the CONTRACTOR directly from their own personal funds for these services, and separate transaction fees may also apply. COUNTY shall not pay or be responsible for any travel expenses incurred by COUNTY employees or their families for personal travel. It is expressly understood that the COUNTY has no obligation to advise its employees of these services or to otherwise promote such services.

II. CONTRACTOR REQUIREMENTS

A. Facility Requirements: The CONTRACTOR must provide office space for CONTRACTOR personnel. COUNTY office space will not be provided for CONTRACTOR use.

B. Staffing Requirements: The CONTRACTOR shall provide an account manager and other personnel who are experienced in arranging transportation via all modes and are familiar with lodging establishments and vehicle rental firms. CONTRACTOR'S account manager and other personnel shall be experienced in operating the automated reservation and ticketing equipment to be used in performance of this Contract. CONTRACTOR'S account manager shall have a minimum of three years' travel agency experience, at least one year of which must have been managing a

corporate account with billings in excess of $100,000. Other personnel (including reservation agents) assigned to this account shall have at least one full year's of travel agency experience in the delivery of high volume travel services. The account manager either shall be, or shall report directly to, the CONTRACTOR'S Project Manager. The Project Manager shall cooperate closely with the responsible COUNTY Project Manager.

C. Equipment: The CONTRACTOR shall be equipped with all necessary furnishings, office equipment, supplies, tariffs, automated reservation and ticketing equipment, computer systems, communication services and related items necessary to conduct operations to fulfill the contract requirements.

D. Working Hours-Emergency Services: The CONTRACTOR shall provide daily service compatible with the COUNTY'S normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The CONTRACTOR shall provide emergency services outside of working hours through traveler access to a 24-hour, toll-free telephone number.

E. Telephone System Services: During COUNTY'S business hours, the CONTRACTOR shall provide adequate number of agents to handle all incoming calls. All calls shall be answered within three (3) rings. If all agent lines are busy, callers shall be given an option to hold or to leave a message. An agent shall return all messages within fifteen (15) minutes. For those calls that are urgent, CONTRACTOR shall maintain a 24-hour, toll-free emergency phone line.

CONTRACTOR shall monitor all occasions where the caller is placed on hold prior to speaking with a travel agent. In addition, it is understood that COUNTY will notify CONTRACTOR if COUNTY employees are repeatedly

being placed on hold or receiving a busy signal. CONTRACTOR will then be

responsible for responding to this notification and proposing a corrective action plan within five (5) business days.

F. County Travel Policy: CONTRACTOR shall operate under the following guidelines when providing services for the COUNTY:

1. Lowest Cost Policy It is the COUNTY'S policy to obtain the lowest possible fares for authorized official government travel. Lowest cost will be obtained by:

   a) Routing Generally, the least expensive airline routing will be used.

   b) Declining Added Cost Travel Incentives Travel incentives, premium gifts, awards or prizes offered by airlines and other travel providers to COUNTY employees shall not be considered in the interest of obtaining the lowest possible published fares.

   c) Recommending Alternate Scheduling At least three alternate departure and return schedules will be offered to all travelers in the interest of obtaining the lowest possible published fare in the travel industry's reservation systems.

   The COUNTY maintains a Travel Policy, which will be provided to the CONTRACTOR, and will be expected to support its provisions.

   d) Declining Lowest Fares The CONTRACTOR shall maintain information relating to COUNTY employees who refused the lowest possible published airfares, including the reason why the airfares were declined (e.g., alternate airport not acceptable, direct flight needed, no red-eye flight, etc.).

2. Transportation Services The CONTRACTOR shall make reservations, issue and deliver tickets for all commercial modes of transportation, i.e., air (Domestic, SWABIZ), rail, bus, and ship. Except for electronic ticketing, all air passenger tickets must be issued only from approved ARC ticket stock. Generally, the COUNTY Travel Policy prohibits the

use of first-class fares. Exceptions will be granted by the COUNTY Project Manager on an individual basis. The CONTRACTOR must obtain prior authorization from the COUNTY Project Manager or Project Monitor before booking any First Class airfares.

a) Full coach fares may be offered only if no other reduced fares are available.

b) The CONTRACTOR shall make adjustments for any change(s) in flight, train, bus, or ship schedules. Tickets and billings shall be modified or reissued to reflect these changes.

c) If fees are required, the CONTRACTOR shall inform travelers of the amounts to be charged on processing, adjustment, cancellation, and 'emergency service' (outside of business hours) for every air or rail ticket issued.

d) The CONTRACTOR, if notified, shall make a timely effort to notify travelers of airport closings and canceled or delayed flights.

e) The CONTRACTOR shall provide to the COUNTY reservation and ticketing services normally accorded to corporate or private travelers. These shall include a 24-hour, toll-free number available to travelers to perform emergency itinerary changes outside regular business hours. (NOTE: the CONTRACTOR shall be responsible for ensuring that any subcontractor providing emergency service complies with all conditions of the Contract and that such subcontractor shall have access to appropriate records of the traveler. All subcontracts require prior COUNTY approval.) The CONTRACTOR shall not offer collect call access as the sole means of satisfying this requirement.

f) The CONTRACTOR shall utilize industry software to provide advance seat assignment, preferred seating waitlist, last seat availability, and lowest airfare waitlist on all airlines for which the CONTRACTOR claims to offer reservation services.

g) The CONTRACTOR shall utilize the travel industry's reservation system to verify lowest fare between booking and departure date for all tickets issued. If, between booking and departure, a lower fare becomes available, the CONTRACTOR shall attempt to contact the traveler and offer to reissue the tickets provided the fare savings is at least $50.00 greater than the associated cancellation fee or change fees.

h) The CONTRACTOR shall offer COUNTY access to an online reservation system for booking airline travel and, if possible, making car rental and hotel reservations. The online reservations system will be managed in accordance with the COUNTY Travel Policy.

3. <u>International Travel Services</u>

a) The CONTRACTOR shall arrange for international travel, including reservations and ticket delivery for air, rail, bus, or ship transportation and reservations for hotel/motel accommodations and for car rental services.

b) The CONTRACTOR shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations either required or suggested for foreign travel.

c) The CONTRACTOR shall provide, upon request, information and advice on conditions at the various foreign destinations, including climatic conditions, types of clothing, which are appropriate, or essential, national and religious holidays, location of American embassies and consulates, etc.

d) The CONTRACTOR shall provide information on such matters as foreign currency exchange rates, securing auto insurance in

conjunction with foreign car rentals, excess baggage requirements and fees.

e) The CONTRACTOR shall advise travelers on the means for obtaining passports and visas for foreign travel.

4. Lodging Services

a) The CONTRACTOR shall provide lodging reservations. This service shall include initiating and confirming reservations and confirming the rate at which the reservation is made. Hotel reservations shall not be billed to the COUNTY'S Air BTA. Individual travelers will pay for hotel accommodations, and obtain reimbursement directly from the COUNTY.

b) The CONTRACTOR shall endeavor to obtain discounted government and government CONTRACTOR rates for government travelers. If necessary to obtain government rates, the CONTRACTOR shall call such hotels directly, rather than by toll-free numbers. The CONTRACTOR shall also make available to the COUNTY any guaranteed corporate or other discount rates it has negotiated at these or other hotels.

5. Rental Vehicles The CONTRACTOR shall offer to reserve commercial rental vehicles in accordance with the COUNTY Travel Policy and include such information on the traveler's itinerary. Rental Contracts negotiated by COUNTY shall be used if they are more economical than rates available to the CONTRACTOR.

6. Seminars and Meetings The CONTRACTOR shall assist in making all arrangements necessary for the presentation of seminars and meetings for COUNTY personnel and agencies. Arrangements shall include, but are not limited to, the reservation of meeting or classroom space, attendee lodging and meals, transportation to the seminars or meeting site, clerical support, audio-visual equipment and all other related functions. The CONTRACTOR shall document that such services are competitively obtained from the lowest-cost bidder that complies with the requesting agency's quality standards. Additional

fees, and if necessary, a separate contract, may apply to the rendering of these services. Minimal activity is anticipated for this service.

7. Traveler's Itineraries The CONTRACTOR shall provide to each traveler a complete written trip itinerary including, but not limited to, the following:

   a) Carrier(s);

   b) Flight, train, bus and voyage number(s);

   c) Departure and arrival time(s) for each segment of the trip, identifying meals or other amenities provided;

   d) Ground transportation facilities (e.g., taxi or shuttle bus) at destinations(s) when requested;

   e) Name, travel period, confirmation number, phone number and location of hotel/motel and room rates booked by the CONTRACTOR at each destination; and

   f) Name, travel period, confirmation number, phone number and location of rental cars and rates booked by the CONTRACTOR at each destination.

   g) Traveler Cost Center Information: Employee Number, Department Number, Unit Number

8. Ticket Delivery Electronic tickets are used in most instances. However, in the event a paper ticket is needed, CONTRACTOR agrees to deliver tickets and itineraries to the COUNTY Hall of Administration, 500 W. Temple Street, Room 502, Los Angeles, CA 90012. In addition, the CONTRACTOR agrees to arrange and/or provide overnight delivery service to a maximum of 4 additional sites within the COUNTY, as specified by the Auditor-Controller. Tickets shall routinely be provided not later than two business days in advance of scheduled travel date unless the COUNTY agency otherwise requests. The CONTRATOR shall be able to provide emergency ticket delivery at various COUNTY locations, or arrange for emergency prepaid tickets at an appropriate Airport within two

hours' notice by the COUNTY agency. The CONTRACTOR shall also be able to provide for the delivery of tickets to outlying COUNTY offices by express service when requested, in accordance with control procedures approved by the COUNTY.

9. Monthly Management Reports The Contractors shall provide management information reports to the COUNTY for reconciliation and informational purposes. Reports shall be based on monthly billing cycle. Additionally, **report legends shall be provided where special, abbreviated codes are used**. At a minimum, the Contractors shall submit to the Auditor-Controller the following reports within 15 business days after the end of the month:

   (a) Detail Billing Report - A detail report which provides for the reconciliation of billings to the COUNTY'S credit card with only airline tickets issued. The report must display the employee name, employee number, department number, unit number, travel itinerary information (ticket number, routing information, departure date, and invoice date), and ticket amount. This report shall be arranged by unit number sequence. In addition, this report must show sub-totals by unit number and grand total of billing report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (b) Trip Detail Report – A detail report of alphabetical listing arranged by department number and unit number sequence. The report must display employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report must show sub-totals for by department number and unit number sequence and grand total of the report. This report must exclude personal travel (not charged to the COUNTY'S BTA).

   (c) Savings Exception Detail Report - A detail report indicating the instances whereby a traveler declines the purchase of the lowest available airfare offered. This report shall be arranged

in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, full fare, low fare, fare paid, savings from full fare, savings lost (fare paid minus low fare), and reason lower fare ticket was declined.

(d) Transaction Fee Detail Report – A detail report listing transaction fee charged per transaction. Transaction fees may include airline reservation fee, emergency travel service fee, after-hours service fee, hotel/car reservation fee, airline reservation adjustment fee, and airline ticket refund fee. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, transaction fee type, and fee amount. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(e) Refund Ticket Detail Report – A detail report listing refunded ticket information. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, refund amount, and refund reason. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(f) Unused Refundable Ticket Detail Report – A detail report of all unused tickets that are identified as refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this

report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(g) Unused Non-refundable Ticket Detail Report – A detail report of all unused tickets that are identified as non-refundable. This report shall be arranged in department number and unit number sequence. This report must contain the employee name, employee number, department number, unit number, travel itinerary information, and ticket amount. In addition, this report shall show sub-totals by unit number, totals by department number, report grand totals, and year-to-date totals.

(h) Car Rental Activity Detail Report - A detail report of all car rental activities indicating the employee name, employee number, department number, unit number, invoice number, rental location, rental agency, car type, pickup date, number of days rented, total rental cost, and average cost of rental per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(i) Rail Activity Detail Report - A detail report of all rail tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(j) Hotel Reservation Detail Report - A detail report of all hotel reservations indicating the employee name, employee number, department number, unit number, invoice number, hotel location, hotel name, number of days stayed, total cost,

and average cost of stay per day. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(k) Bus Travel Detail Report - A detail report of all bus tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(l) Sea Travel Detail Report - A detail report of all sea tickets purchased indicating the employee name, employee number, department number, unit number, invoice number, travel itinerary, and ticket amount. This report shall be arranged in department number and unit number sequence. In addition, this report shall show sub-totals by unit number, totals by department number, and report grand totals.

(m) Prepaid Ticket Detail Report – A detail report of all tickets purchased in advance by COUNTY travelers indicating the traveler name, invoice number, travel itinerary, and ticket amount. This report shall be arranged in traveler last name sequence. In addition, this report shall show report grand totals.

The following reports will be used for informational and research purposes and shall be in summary report format. The summary reports must include month-end and year-to-date totals:

(n) Monthly Travel Summary Report – A summary report indicating total ticket count and amount, average ticket price,

total miles traveled, cost per mile, savings, and savings lost.

This report shall be in month sequence and show report grand totals.

(o) Travel Summary Report - A summary report of top airlines indicating sales volume (gross and net), cost, savings, and savings lost by domestic and international travel. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), and hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages). This report shall include month-end and year-to-date totals.

(p) Executive Summary Report – A summary report displaying airfare analysis of total number of invoice, full fare, low fare, refunds, and exchanges with volume and cost associated for each item. In addition, this report will display top origination and destination market pairs, car analysis (total rental cost, number of rentals, number of rental days, and averages), top car chains with volume, hotel analysis (total hotel cost, total number of bookings, total number of nights, and averages), and top hotel chains. This report shall include month-end and year-to-date totals.

(q) Top Carrier Cost Summary Report – A summary report of top airline carriers displaying volume and cost, percentage for volume and cost, and average cost. This report shall be printed by carrier rank sequence. In addition, this report shall show report grand totals and include month-end and year-to-date totals.

(r) Top O&D Market Pairs with Carrier Summary Report - A summary report of “city-pairs” indicating volume, cost, average cost, and airlines utilized for each “city-pair.” This report shall be printed by top “city-pair” sequence. In addition,
this report shall have sub-totals by “city-pair” rank and report

grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(s) Car Agency Summary Report by City - A summary report of car rental activity for each city indicating the number of car rental days, rental cost, average rental days, and average rental cost. This report shall be printed by top car agency sequence. In addition, this report shall have sub-totals by car agency and report grand totals. Furthermore, this report shall include month-end and year-to-date totals.

(t) Top Hotel Cities with Hotel Property Name - A summary report of hotel reservation activity for each city indicating the number of nights stayed, hotel cost, average room rate, and name and location of hotel. This report shall be printed by top hotel sequence. In addition, this report shall have sub-totals by city and hotel and report grand totals.

G. Invoicing and Payment:

1. Payment for Travel Whenever possible, the Contractors shall charge the cost of COUNTY travel services to the COUNTY'S BTA.

2. Non-Credit Card Payments Payments for services rendered under this contract and not payable through the COUNTY'S commercial credit card account shall be due and payable thirty (30) days after the COUNTY'S receipt of CONTRACTORS' invoices. Reimbursement by the COUNTY to the Contractors for transportation services will be limited to actual carrier rates and/or fares effective for air, rail, bus and ship tickets issued to COUNTY travelers for official travel. **All transaction/processing fees listed on the Contractors' invoices**

must include corresponding traveler's information (Dept. No., Employee No., Employee Name and Unit No.) for the actual billing month the expenses are incurred.

(a) Other compensation for services provided under this contract may be in the form of commissions received by the Contractors from carriers and suppliers of rental vehicles, lodging and other related travel services. The COUNTY accepts no responsibility or liability for payment of such commissions.

(b) Where advance deposits or fees are required by hotels, conference centers or similar facilities for the arrangement of seminars or conferences and the CONTRACTOR is making such arrangements on behalf of the COUNTY, the COUNTY shall pay the vendor directly.

3. Refunds

a) Refunds for unused, downgraded or exchanged tickets shall be credited to the COUNTY'S BTA. The CONTRACTOR shall identify each refund by original ticket number, traveler name, employee number, department number, department unit number and other appropriate identifying numbers, and include this information on appropriate management reports.

b) Refunds for tickets purchased through the COUNTY'S BTA shall be immediately credited to that account.

c) Under no circumstances shall the CONTRACTOR provide any COUNTY employee or traveler with a cash refund of tickets charged to the COUNTY'S BTA.

d) In circumstances where the CONTRACTOR issued pre-paid tickets and electronic tickets for official COUNTY travel, Contractors shall monitor the use of these tickets. In the event a pre-paid ticket or electronic ticket is not used by the traveler, the Contractors will be required to recover the cost of the ticket from the airline, if refundable, and shall credit the COUNTY'S BTA. If non-refundable, Contractors will monitor the unused ticket until it is used or expired.

4. Unauthorized Travel The COUNTY will only pay for authorized official government travel. The COUNTY and CONTRACTOR shall develop authorization procedures jointly. At a minimum, the COUNTY may require that the CONTRACTOR maintain a list of persons authorized to book travel for each department and verify that the caller is on the authorized list. In addition, when making travel reservations, CONTRACTOR **must** obtain departmental number, department unit number, and employee number from the traveler. COUNTY employees will not be discouraged from using the CONTRACTOR for personal travel, but must pay the CONTRACTOR directly for these services from their own personal funds; the COUNTY assumes liability only for authorized, official, COUNTY travel.

ATTACHMENT B

FEE SCHEDULE

FINANCIAL ARRANGEMENT

1. DEFINITIONS

- Transaction Fee: A Transaction Fee in accordance with Section 4 of this Fee Schedule will apply for each transaction. "Transaction" means an air, car, bus, ship or rail ticket issued. The Transaction Fee shall be charged at the point-of-sale of each Transaction, and shall be billed through FCm Travel Solutions' Business Travel Account (BTA).
- Fees: Transaction Fees, ticket delivery fees, emergency service fees, report fees and any other fees or expenses owed by COUNTY to CONTRACTOR hereunder.
    - Cancellation: A ticketed air, car, rail, ship or bus reservation is cancelled.
    - Adjustment Fee: A transaction fee will be charged only when any of the following occur:
        a. Changes made to the outbound flight on a fully refundable ticket.
        b. Any change made on a non-refundable ticket.
- SWABIZ Ticket: An unrestricted, fully refundable electronic ticket issued by Southwest airline.
- Reimbursement Period: Each calendar quarter is referred to as a "Reimbursement Period."
- Contract Year: A Contract Year is the 12-month period from the first day of the month following the date of the award by the COUNTY Board of Supervisors.

2. BILLING AND PAYMENT

The Transaction Fee shall be charged at the point-of-sale of each transaction. The COUNTY authorizes CONTRACTOR to charge the Transaction Fee to the COUNTY'S credit card program through individual travelers' corporate charge or credit cards, or through FCm Travel Solutions' Business Travel Account (BTA). At

the end of each Reimbursement Period, CONTRACTOR shall determine the total amount of charged Transaction Fees for that Reimbursement Period. CONTRACTOR shall charge the Transaction Fee at the same time the Transaction itself is charged. Each Transaction Fee must be associated with a transaction and with a COUNTY Department Number, Unit Number, and Employee Number.

3. OPTIONAL SERVICES

Optional Services or products which COUNTY may utilize such as Consulting Services, Meetings and Incentive Travel, Web-Based Management Reporting, Online Booking and Electronic Ticketing Products, Third-party software products, and additional Travel Services, including without limitation, Visa and Passport Services, Meet and Greet, and VIP Services, will entail additional fees and, in some cases, a separate Contract.

4. FEES/COSTS TO COUNTY

Domestic Air Travel Services	Charges
Ticket Processing:	$25.00 per ticket
Ticket Adjustment:	No Fee
Ticket Cancellation:	No Fee
SWABIZ Ticket Processing:	$25.00 per ticket
SWABIZ Ticket Adjustment:	No Fee
SWABIZ Ticket Cancellation:	No Fee

International Air Travel Services	Charges
Ticket Processing:	$25.00 per ticket
Ticket Adjustment:	No Fee
Ticket Cancellation:	No Fee

Other Travel Services	Charges

Hotel Reservation:	No Fee[1]
Hotel Reservation Adjustment:	No Fee[1]
Hotel Reservation Cancellation:	No Fee[1]
Car Rental Reservation:	No Fee[1]
Car Rental Adjustment:	No Fee[1]
Car Rental Cancellation:	No Fee[1]
Bus Ticket:	No Fee[1]
Bus Ticket Adjustment:	No Fee[1]
Bus Ticket Cancellation:	No Fee[1]
Rail Ticket:	No Fee[1]
Rail Ticket Adjustment:	No Fee[1]
Rail Ticket Cancellation:	No Fee[1]
Ship Ticket:	No Fee[1]
Ship Ticket Adjustment:	No Fee[1]
Ship Ticket Cancellation:	No Fee[1]
Non-Commissionable Hotel Service:	$25.00[1]
Emergency Services:	No Fee
Physical Ticket Delivery (all req'd sites):	No Fee
Emergency Ticket Delivery (all req'd sites):	No Fee
Management Reports:	No Fee

[1] No additional fee provided that reservation is made at the time an airline reservation is made. If reservation is made without an airline reservation, $25 reservation fee applies.

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/contract process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the contractoris excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ❑ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ❑ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

  "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ❑ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ❑ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Print current list of Debarred Contractors from the Contract Database. List may be obtained by going to:

http://camispnc.co.la.ca.us/contractsdatabase/reports/SpecializedReports.asp

Click on ‘Contractors’ / click on ‘Select a report’ / select ‘Debarred Contractors’ / click on ‘Go!’

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Arlene Barrera
Title: Division Chief
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8416
Facsimile: 213-628-8463
E-Mail Address: abarrera@auditor.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Connie K. Chung
Title: Chief Accountant
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-8402
Facsimile: 213-628-8463
E-Mail Address: cchung@auditor.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Namita Patel
Title: Program Specialist III
Address: 500 W. Temple Street, Room 502
Los Angeles, CA 90012
Telephone: 213-974-0974
Facsimile: 213-628-8463
E-Mail Address: npatel@auditor.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT G

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

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

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

Notices to Contractor shall be sent to the following:

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

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any contracts submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

_____
Contractor Name

_____
Contractor Official Title

_____
Official's Signature

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

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

CONFIDENTIALITY AGREEMENT:

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

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES
MASTER AGREEMENT FOR AS-NEEDED CONTRACT AUDITS/STUDIES
COUNTY LOBBYIST ORDINANCE

Chapter 2.160 of the Los Angeles County Code

2.160.010 Definitions.

The following phrases, whenever used in this chapter, shall be construed as defined in this section:

A. "County official" includes a member of the board of supervisors, the sheriff, the assessor, the district attorney, a county commissioner, and any other county officer or employee whose duties are not primarily clerical or manual.

B. "Official action" means the drafting, introduction, consideration, modification, enactment or defeat of any county ordinance or board of supervisors motion or resolution, or the granting or denial of any county contract, permit, grant, license or franchise.

C. "Influencing official action" means promoting, supporting, influencing, modifying, opposing or delaying any official action by any means, including but not limited to the provision or use of information, statistics, studies or analyses.

D.”County lobbyist” means any individual who is employed, contracts or otherwise receives compensation, other than reimbursement for reasonable travel expenses, to communicate directly, or through agents, employees or subcontractors, with any county official for the purpose of influencing official action, if a substantial or regular portion of the activities for which he or she receives such compensation is for the purpose of influencing official action. Provided, however, a county lobbyist shall not include:

(1) An elected or appointed public official or public employee when acting in his or her official capacity as an elected or appointed public official or public employee;

(2) Any newspaper or other periodical of general circulation, book publisher, radio or television station (including any individual who owns, publishes, or is employed by any such newspaper or periodical, radio or television station) which in the ordinary course of business publishes news items, editorials, or other comments, or paid advertisements, which directly or indirectly urge official action if such newspaper, periodical, book publisher, radio or television station or individual, engages in no further or other activities In connection with urging official action other than to appear before the board of supervisors or a county commission in support of or in opposition to such action; or

(3) A person whose attempts to influence official action are limited solely to actions taken as an attorney or advocate representing a party to an administrative proceeding the decision of which is reviewable by a court pursuant to Code of Civil Procedure Section 1094.5

E. "County lobbying firm" means a business entity, including an individual county lobbyist, which receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing official action on behalf of any other person, if either any partner, owner, officer or employee of the business entity is a county lobbyist, or a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing official action. No business entity shall be considered a county lobbying firm by reason of activities described in subdivisions 1, 2 or 3 of subsection D of this section.

F. "County lobbyist employer" means a person or entity, other than a county lobbying firm, who, for economic consideration other than reimbursement for reasonable travel expenses, either employs one or more county lobbyists or contracts for the services of a county lobbyist or county lobbying firm, for the purpose of influencing official action.

G. "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer or arranged by a lobbyist or lobbying firm, which benefits in whole or in part any county official or a member of the immediate family of a county official, regardless of whether the expense or payment is reimbursed by the person on whose behalf the county lobbying services are performed. Activity expenses include gifts, honoraria, consulting fees, salaries, and any other form of compensation, but do not include campaign contributions.

H. "Campaign contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee or elected county official is a contribution to the candidate, committee or elected county official unless full and adequate consideration is received for making the expenditure.

The term "campaign contribution" includes the purchase of tickets for events such as dinners, luncheons, rallies and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

The term "campaign contribution" further includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

The term "campaign contribution" does not include:

1. Amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution;

2. A payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupants home or office if the costs for the meeting or fundraising event are $500.00 or less; or

3. Volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

I. “Gift” means any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person claiming a payment is not a gift due to consideration received has the burden of proving that such consideration is of equal or greater value. Provided, however, the term "gift" shall not include:

1. Informational material such as books, reports, pamphlets, calendars, or periodicals, except that no payment for travel or reimbursement for any expenses shall be deemed informational material;

2. Gifts which are not used and which, within 30 days after receipt, are resumed to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

3. Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle or first cousin or the spouse of any such person, except that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

4. Campaign contributions required to be reported under this chapter;

5. Any devise or inheritance; or

6. Personalized plaques and trophies with an individual value of less than $250.00.

2.160.020 County lobbyist registration.

A. Unless included either as part of the registration of a county lobbying firm filed pursuant to Section 2.160.030 or as part of the registration of a county lobbyist employer filed pursuant to Section 2.160.040 each county lobbyist within 10 days of first becoming a county lobbyist shall file with the executive officer of the board of supervisors a registration containing the following information:

1. A recent three-inch by four-inch photograph of the county lobbyist;

2. The county lobbyist’s full name business address and telephone number; and

3. A statement that the lobbyist has read and understands the prohibitions contained in Sections 2.160.120 and 2.160.130.

2.160.030 County lobbying firm registration.

Each county lobbying firm within 10 days of first becoming a county lobbying firm shall file with the executive officer of the board of supervisors a registration containing the following Information:

A. The full name business address and telephone number of the county lobbying firm;

B. A list of the county lobbyists who are partners owners officers or employees of the county lobbying firm;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist in the county lobbying firm;

D. For each person or other entity with whom the county lobbying firm contracts for the county lobbying firm to provide county lobbying services:

1. The full name, business address and telephone number of the contractor;

2. The contractor's written, signed authorization permitting the county lobbying firm to represent the interests of the contractor;

3. The time period of the contract;

4. If the contractor is an individual, the name and address of his or her employer, if any, or his or her principal place of business if he or she is self-employed, and a description of the business activity in which the contractor or his or her employer is engaged;

5. If the contractor is a business entity, a description of the business activity in which it is engaged;

6. If the contractor is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 50 members, the names of the members,

7. If the contractor is not an individual, business entity, or industry trade or professional association, a statement of the contractor's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic Interest which the contractor principally represents or from which its membership or financial support is principally derived;

8. The county lobbying interests of the contractor;

E. The name and title of a partner, owner or officer of the county lobbying firm who is responsible for filing statements and reports and keeping records required by this chapter on behalf of the county lobbying firm, and a statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Sections 2. 160.120 and 2.160.130.

2.160.040 County lobbyist employer registration.

Each county lobbyist employer, within 10 days of first becoming a county lobbyist employer, shall file with the executive officer of the board of supervisors a registration containing the following information:

A. The full name, business address, and telephone number of the county lobbyist employer;

B. A list of the county lobbyists who are employed by the county lobbyist employer;

C. The county lobbyist registration required by Section 2.160.020 for each county lobbyist employed by the county lobbyist employer;

D. If the county lobbyist employer is an individual, the name and address of his or her principal place of business and a description of the business activity in which he or she is engaged.

E. If the county lobbyist employer is a business entity, a description of the business activity in which it is engaged;

F. If the county lobbyist employer is an industry, trade or professional association, a description of the industry, trade or profession it represents, including a specific description of any portion or faction of the industry, trade or profession which the association exclusively or primarily represents and, if the association has not more than 5O members, the names of the members;

G. If the county lobbyist employer is not an individual, business entity, or industry, trade or professional association, a statement of the county lobbyist employer's nature and purposes, including a description of any industry, trade, profession, or other group with a common economic interest which the county lobbyist employer principally represents or from which its membership or financial support is principally derived;

H. The county lobbying interests of the county lobbyist employer.

2.160.050 Registration amendments and termination.

Within 10 days of any change in any of the registration information reported pursuant to Sections 2.160.020,2.160.030 or 2.160.040, and before any attempt to influence official action behalf of any previously unreported person or entity occurs, a county lobbyist, county lobbying firm or county lobbyist employer shall file with the executive officer of the board of supervisors a registration providing such revised registration information. When a county lobbyist, county lobbying firm or county lobbyist employer ceases all activities related to influencing official action this fact shall be so indicated in the last quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080, whichever is applicable.

2.160.060 Quarterly reports County lobbyists.

Unless included either as part of a county lobbying firm quarterly report filed pursuant to Section 2.160.070 or as part of a county lobbyist employer quarterly report filed pursuant to Section 2.160.80, no later than the end of the first month after the

close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.020 but prior to a registration termination as described in Section 2.160.050, the county lobbyist shall file with the executive officer of the board of supervisors a report of all activity expenses of the county lobbyist during the calendar quarter, including, for each such activity expense, the name and position of the beneficiary and of the payee if different the beneficiary, and a description of the activity expense and its value. If the county lobbyist engaged in no activity as a county lobbyist during the quarter, the report shall so indicate. (Ord. 96-0045 § 1, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.070 Quarterly reports--County lobbying firms.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.030 but prior to a registration termination as described in Section 2.160.050, the county lobbying firm shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through F, below, regarding the county lobbying firm activities during such calendar quarter. If the county lobbying firm engaged in no activity as a county lobbying firm during the quarter, the report shall so indicate.

A. The full name, business address, and telephone number of the county lobbying firm;

B. The full name, business address, and telephone number of each person who contracted with the county lobbying firm for county lobbying services, a description of the specific county lobbying interests of the person, and the total payments, including fees and the reimbursement of expenses, received from the person for county lobbying services;

C. The total amount of all payments received for county lobbying services;

D. All activity expenses incurred by the county lobbying firm including, for each activity expense, the name of each person who made or arranged the activity expense, the name and position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. If the county lobbying firm subcontracts with another county lobbying firm or county lobbyist for county lobbying services:

1. The full name, address, and telephone number of the subcontractor,

2. The name of the person for whom the subcontractor was retained to lobby,

3. The total amount of payments made to the subcontractor;

F. The name and title of each partner, owner and employee of the county lobbying firm who, on at least five separate occasions during the calendar quarter, engaged in direct communication with county officials for the purpose of influencing official action on behalf of a person who contracts with the county lobbying firm for county lobbyist services. (Ord. 96-0045 § 2, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.080 Quarterly reports--County lobbyist employers and others.

No later than the end of the first month after the close of each calendar quarter which ends subsequent to the filing of an initial registration pursuant to Section 2.160.040 but prior to a registration termination as described in Section 2.160.050, each county lobbyist employer shall file with the executive officer of the board of supervisors a report containing the information set forth in subsections A through E, below, regarding the county lobbyist employer's activities during such calendar quarter. If the county lobbyist employer engaged in no activity as a county lobbyist employer during the quarter, the report shall so indicate. Each person or entity who is not otherwise obligated to file a quarterly report as a county lobbyist, county lobbying firm or county lobbyist employer, but who directly or indirectly expends $5,000.00 or more to influence official action during the calendar quarter, shall also file a report containing the information set forth in subsections A through E, below, no later than the end of the first month after the close of the calendar quarter:

A. The full name, business address, and telephone number of the filer;

B. The total amount of all payments made to a county lobbying firm;

C. The total amount of all payments made to county lobbyists employed by the filer;

D. All activity expenses incurred by the filer including, for each activity expense, the name of each person who made or arranged the activity expense, the name and the position of the beneficiary and of the payee if different than the beneficiary, and a description of the activity expense and its value;

E. The total of all other payments to influence official action, including overhead expenses, and all payments to employees who spend 10 percent or more of their compensated time in any one month in activities related to influencing official action. (Ord. 96-0045 § 3, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.090 Quarterly campaign contribution reports.

No later than the end of the first month after the close of each calendar quarter each county lobbyist, county lobbying firm and county lobbyist employer shall file with the executive officer the board of supervisors a report containing the date, amount, and the name of the recipient of each campaign contribution to an elected county official or candidate for elective county office where the total contribution was $100.00 or more during the calendar quarter. Said report may be made as a part of a quarterly report filed pursuant to Section 2.160.060, 2.160.070 or 2.160.080. (Ord. 96-0045 § 4, 1996: Ord. 93-0031 § 2 (part), 1993.)

2.160.095 Funding for reports and studies.

Each county lobbyist, county lobbying firm and county lobbyist employer who submits any study, analysis or other report to any county official for the purpose of influencing official action, shall, along with the presentation of such study, analysis or other report, disclose in writing the identity of each person, firm or other entity who in whole or in part funded the development of such study, analysis or other report, and the

amount of funding provided by each such person, firm or entity. (Ord. 96-0045 § 5, 1996.)

2.160.100 Public records.

Each calendar quarter, the executive officer of the board of supervisors shall compile a list of all county lobbyists, county lobbying firms and county lobbyist employers. Such a list and each registration or report required to be filed pursuant to this chapter shall be a public record subject to disclosure under the provisions of the California Public Records Act.

2.160.110 Recordkeeping.

County lobbyists, county lobbying firms, and county lobbyist employers who receive payments, make payments or incur expenses or expect to receive payments, make payments or incur expenses in connection with activities which are reportable pursuant to this chapter shall keep such detailed accounts, records, bills and receipts as are necessary to allow them to make timely accurate reports of their activities as required by this chapter.

2.160.120 Gift prohibition.

No county lobbyist or county lobbying firm shall make to a county official and no county official shall knowingly receive from a registered county lobbyist or registered county lobbying firm a gift or gifts aggregating more than $50.00 in any calendar month. No county lobbyist or county lobbying firm shall act as an agent or intermediary in the making of any such gift or arrange for the making of any such gift by any other person.

2.160.130 General prohibitions.

No county lobbyist or county lobbying firm shall do any of the following:

A. Do anything with the purpose of placing any county official under personal obligation to the county lobbyist, the county lobbying firm, or the employer of the county lobbyist or county lobbing firm;

B. Deceive or attempt to deceive any county official regard to any material fact pertinent to any pending or proposed official action;

C. Cause or influence the introduction of any matter for consideration by the county as official action for the purpose of thereafter being employed to influence the occurrence or non-occurrence of such official action;

D. Attempt to create a fictitious appearance of public favor or disfavor of any proposed official action or to cause any communication to be sent to any county official in the name of any fictitious person or in the name of any real person without the consent of such person;

E. Represent, either directly or indirectly, that the county lobbyist or county lobbying firm can control the official action of any county official;

F. Accept or agree to accept any payment in any way contingent upon success by the county lobbyist or county lobbying firm in influencing official action.

2.160.140 Filing fees.

Each county lobbyist, county lobbying firm and county lobbyist employer or other person or entity shall pay a filing fee of $35.00 when filing a registration pursuant to Section 2.160.020, 2.160.030 or 2.160.040 and a fee of $15.00 when filing a registration amendment pursuant to Section 2.160.050, a quarterly report pursuant to Section 2.160.060, 2.160.070 or 2.160.080 or a separate quarterly campaign contribution report pursuant to Section 2.160.090. If any such filing is made beyond its due date and after an investigation by the executive officer of the board of supervisors which concludes that the filer is in violation of any provision of this chapter, in addition to the regular filing fee set forth in this section, there shall be an additional fee of $250.00.

2.160.150 Enforcement.

A. Each person or entity who applies for a county contract, permit, grant, license or franchise shall, as a part of the application for such contract, permit, grant, license or franchise, certify that the applicant is familiar with the requirements of this chapter, and that all persons acting on behalf of the applicant have complied therewith and will continue to comply therewith throughout the application process. A person or entity who seeks a contract, permit, grant, license or franchise from the county shall be disqualified therefrom if any lobbyist, lobbying firm, lobbyist employer or other person or entity acting on behalf of the person or entity seeking the contract, permit, grant, license or franchise fails to comply with the provisions of this chapter.

B. Any person may file a charge with the executive officer of the board of supervisors that any county lobbyist, county lobbying firm, county lobbyist employer or other person or entity has violated any provision of this chapter.

C. The executive officer of the board of supervisors is delegated the authority to receive evidence and make determinations as to violations of this chapter. Upon receiving a charge that a person or entity has violated this chapter, the executive officer shall give such person or entity reasonable notice of the charge and an opportunity to present information in response thereto. The executive officer shall make a determination as to the accuracy of the charge and shall present this determination along with the reasons for the determination to the board of supervisors. If the executive officer's determination is that a violation of this chapter has occurred and the board of supervisors agrees, the board may impose the following sanctions:

1. Each person who has failed to comply with the requirements of this chapter shall be refused permission to address the board of supervisors or any county commission, except on his or her own behalf, during such period as such failure to comply with this chapter continues;

2. Each person or entity on whose behalf the county lobbyist, county lobbying firm, county lobbyist employer or other person or entity acted in violation of this chapter

shall be denied the county contract, permit, grant, license or franchise which was the objective of the county lobbying activities performed in violation of this chapter;

3. Each person or entity who has failed to comply with the requirements of this chapter shall be liable in a civil action brought by the county for an amount up to $2,000.00 for each such failure to comply.

4. The registration of each county lobbyist, county lobbying firm or county lobbyist employer who fails to comply with the requirements of this chapter shall be terminated and such county lobbyist, county lobbying firm or county lobbyist employer shall not be permitted to again register as a county lobbyist, county lobbying firm or county lobbyist employer until such person has satisfied all other penalties imposed under this section.

D. The executive officer of the board of supervisors may develop rules for the administration of this chapter. Such rules shall be presented to the board of supervisors and shall become effective if approved by a majority vote of the board.

E. The regulations imposed by this chapter are enacted pursuant to Article III, Section 11(6) of the Charter of the county of Los Angeles and California Government Code Section 25207.1. The provisions of Chapter 1.24 of this code shall not apply to the provisions of this chapter. (Ord. 96-0045 § 6, 1996: Ord. 93-0031 § 2 (part), 1993.)

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
2) that all persons acting on behalf of the Contractor organization have and will comply with it during the contract period; and
3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date:_____

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractors unable to meet this requirement shall not be considered for contract award.

Contractor shall complete all of the following information, sign where indicated below, and return this form with their contract.

A. Contractor has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) _____NO

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that contractor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____YES _____NO _____N/A (Program not available)

Contractor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

ORDINANCE NO. 97-0072

An Ordinance amending Title 2 - Administration of the Los Angeles County code to add Chapter 2.200 relating to the Child Support Collection Program.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.200 is hereby added to the Los Angeles County Code to read as follows:

Chapter 2.200

Los Angeles County Child Support Compliance Program

Section 2.200.010 Findings and Declaration. The Board of Supervisors finds that compliance with court-ordered child, family, or spousal obligations is in the public interest and benefits all residents of the County of Los Angeles.

Non-payment of child, family and spousal support is the leading cause of childhood poverty and welfare dependency in the United States. Los Angeles County has commenced prosecuting more than 512,000 child support cases, and opens more than 7,000 new cases each month. This represents the largest local child support enforcement program in the United States. The widespread failure to comply with court-ordered child, family and spousal support obligations evidenced by this enormous caseload endangers the public health and welfare of children and families in Los Angeles County.

Unpaid support obligations have required the County and its taxpayers to protect the public health and welfare by providing a large array of otherwise unneeded social, medical and other services for the benefit of children and families to whom these support obligations are owed and to bear the cost of maintaining one of the largest support enforcement systems in the United States. Billions of dollars of unpaid support obligations have created an immense economic burden upon the County and its taxpayers.

Therefore, the Board of Supervisors establishes the goal of ensuring that individuals who benefit financially from the County through employment, contract, or by the issuance of a business license are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

It is the Board's intent to help ensure greater effectiveness of the effort to collect unpaid child support by assisting the District Attorney in identifying and tracking employment as well as business and other assets of those who owe support obligations. By its support of this Chapter and its continued efforts to gather the information necessary to successfully enforce support obligations, the Board finds that the District Attorney has made a continuing request pursuant to the Public Records Act for County Employment Information.

Section 2.200.020 Definitions. Except as expressly provided in this Section, the definitions set forth in Chapter 2.02 shall apply to construction of this Chapter. For purposes of this Chapter 2.200, the terms set forth below shall have the following significance:

A. "Business Licensee Information" means the name and social security number, if available, of an owner of record of a business who has applied for a new or renewed business license.

B. "Contractor Information" means a New or Existing Contractor's name, social security number, if available, and whether or not the contractor has been issued any payment for goods provided or services performed for Los Angeles County.

C. "Employment Information" means a New or Existing employee's name and title, and whether or not he or she receives any compensation from the County of Los Angeles insofar as disclosure of this information is authorized by the Public Records Act, Government Code §6254(c) or in response to a request made in accordance with Welfare & Institutions Code §11478, §11478.1 or §11478.8.

D. "Existing Contractor" means any individual, partnership or other entity contracted by the County to provide goods or to perform services when performance under the contract commenced prior to the operative date of this Chapter.

E. "Existing employee" means an individual who was an employee of the county prior to the operative date of this Chapter.

F. "New Contractor" means an individual, partnership or other entity contracted or seeking to contract to provide goods or to perform services for the County when performance under the contract commences on or after the operative date of this ordinance.

G. "New Employee" means an individual who becomes an employee or is reinstated as an employee of the County after the operative date of this Chapter.

H. "Principal Owner" means any individual who owns an interest of ten percent or more in a "New or Existing Contractor as defined herein.

I. "Principal Owner Information": means a Principal Owner's name and title and whether or not the Principal Owner has been issued any payment by the New or Existing Contractor.

Section 2.200.030 Operative Date. This Chapter shall become operative upon the issuance by the Chief Administrative Officer of the instructions to County Departments concerning implementation of the Chapter as provided in Section 2.200.040.

Section 2.200.040 County Reporting. For the purpose of implementing this ordinance, the Chief Administrative Officer shall prepare and issue appropriate instructions to all County Department Heads including protocols to maintain information in confidence when legally required. These instructions shall be reviewed and approved by the County Counsel prior to issuance. These instructions shall require the County to report Employment and Contractor Information to the District Attorney in order to assist the District Attorney in the performance of support enforcement activities. County Department Heads are directed to comply with these instructions and to assure that such information is reported in a timely manner to the District Attorney on a quarterly basis.

Section 2.200.050 New Employee Disclosure. Commencing with the operative date of this Chapter, all applicants for County employment shall be advised of this ordinance and that Employment Information will be reported by the Auditor-Controller to the District Attorney for the purpose of enforcing compliance with existing court-ordered support obligations and to assist in establishing court orders for support.

Section 2.200.055 Existing Employees. The Auditor-Controller shall provide Employment information concerning Existing Employees to the District Attorney within 30 days of the operative date of this Chapter and periodically thereafter at the request of the District Attorney.

Section 2.200.060 New Contractor Reporting and Compliance Certification. At the time a New Contractor submits a bid, contract or other offer to provide goods to or perform services for the County, the New Contractor shall submit therewith the following written certifications: (a) that Principal Owner information has been provided to the District Attorney with respect to the New Contractor's Principal Owners; (b) that the New Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, (c) that the New Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Section 2.200.065 Current Contractor Reporting and Compliance Certification. Within 30 days of the operative date of this ordinance, County Department Heads shall serve upon Existing Contractors a written request that they provide the following certifications on a voluntary basis: (a) that Principal Owner information has been provided to the District Attorney with respect to the Existing Contractor's Principal Owners; (b) that the Existing Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment report for its employees; and, (c) that Existing Contractor" has fully complied with all lawfully-served Wage and Earnings Assignment and will continue to maintain compliance.

Section 2.200.070 Contract Provisions and Penalties. Commencing with the operative date of this ordinance, County solicitation documents shall advise "New Contractors" that failure to submit the certifications required by Section 2.200.060 shall be grounds for a finding that the bid, contract or other offer is nonresponsive. County contracts entered into on and after the operative date of this ordinance shall expressly provide that failure to comply with State and Federal reporting requirements regarding their employees or failure to implement lawfully-served Wage and Earnings Assignment Orders or Notices of Assignment constitutes a default under the contract and failure to cure the default within 90 days of notice by the County shall subject the contract to termination.

Section 2.200.080 Reporting to the Board of Supervisors. The District Attorney shall report to the Board of Supervisors within six months of the operative date and annually thereafter concerning the effectiveness of this ordinance. Such report shall contain statistical information on the actions taken under this Chapter and may contain recommendations for amendments to it.

Section 2.200.090 Licensing Records. Upon request by the District Attorney, the Treasurer and Tax Collector is directed to report Business License Information to the District Attorney not less than quarterly.

[2200mw.coc]

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that contractor for County contracts submit certifications of Program compliance to the soliciting County department.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in contract) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in contract) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address)

_____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____
(Month and Year)

at: _____ _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the contract to the County.)

Copy to: Child Support Services Department
Child Support Compliance Program
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0343 Telephone: (323) 889-2782

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St. Suite 410
Los Angeles, CA 90012
(213) 974-2164

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or (b) agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.