County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400

"Enriching Lives"

Margaret Donnellan Todd
County Librarian

June 18, 2013

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

Dear Supervisors:

AWARD AN ONLINE TUTORING SERVICES CONTRACT FOR THE COUNTY OF LOS ANGELES PUBLIC LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Public Library is recommending that the Board of Supervisors (Board) approve the proposed contract with Tutor.Com (Contractor) to provide online tutoring services for the Public Library as a result of a Request for Proposal (RFP) released on February 25, 2013.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the proposed contract with Tutor.com to provide online tutoring services for a period of three (3) years, with two (2) one-year renewal options, and month-to-month extensions not to exceed a total of six months, at an annual contract sum not to exceed $540,000.00. The contract sum is comprised of the Contractor's annual fee of $450,000.00 and an annual estimate for unanticipated work of $90,000.00. The contract will become effective upon your Board's approval or July 1, 2013, whichever is later.

2. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.

3. Approve and delegate authority to the County Librarian, or designee, to execute amendments to reflect any increase or decrease in services and/or in the number of days or hours of service covered by the contract over the contract term, and to adjust the Contractor's annual fee included in the annual contract sum due to such increases or decreases, limited to the additional amount to implement such changes within 20% of the annual contract sum.

4. Approve and delegate authority to the County Librarian, or designee, to execute amendments to exercise the two (2) one-year renewal options and month-to-month extensions not to exceed six months under the terms of the contract.

5. Approve and delegate authority to the County Librarian, or designee, to execute amendments to implement additions and/or change certain terms as required by the Board or Chief Executive Officer (CEO) during the term of the contract, and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any, so long as this increase or decrease is within 20% of the annual contract sum.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Online tutoring services are essential to the Public Library's operation. This service is currently available to customers via the Public Library's website, and was previously procured through a purchase order processed by the Internal Services Department (ISD). At the expiration of the purchase order, ISD recommended that this service go through the competitive bid process. Your approval of this recommendation will allow the Public Library to continue to provide free, after-school, online homework assistance via its Live Homework Help Program. The program allows patrons with a County of Los Angeles Public Library card to receive free, one-on-one homework help in core academic subjects including math, science, social studies and English from any internet-enabled computer during after-school hours and on the weekends. The program also provides adults learners with career building services, GED and citizenship test preparation.

Live Homework Help began in October of 2002 as a pilot project at 4 libraries (Lynwood, Huntington Park, Norwalk and Westlake Village). Because the online tutoring program was so well received by youth in the pilot communities, the Public Library secured a Library Services and Technology Act (LSTA) grant to expand the program to an additional 7 libraries (Canyon Country, Carson, Compton, Hacienda Heights, Rosemead, San Fernando, and West Covina). With the continuing success of the program, the Public Library was then awarded a grant by the Mark Taper Foundation to expand the program to all County of Los Angeles Public Libraries. Since the program's implementation in 2002, the program has been utilized for 506,000 individual tutoring sessions.

Much of the program's success is due to the intensive outreach campaign which included collaborations with several youth serving agencies such as the Los Angeles County Office of Education, Probation, Department of Children and Family Services, the Boys and Girls Club, Los Angeles County Children's Planning Council, and numerous elementary, middle and high schools. The commitment to ensuring that youth throughout Los Angeles County received information about the program in order to support their educational goals was so impressive, the Public Library received the American Library Association's Public Relations Achievement Award. In 2006, the Public Library also received a Top-Ten Award from the Productivity and Quality Commission.

Online tutoring is a vital resource that improves the educational and literacy levels of youth in our communities. The program provides a convenient, accessible, and flexible way for students to obtain subject matter expert advice with their homework.

The recommended actions are a result of a competitive bid process. The recommended contract will become effective upon your Board's approval or July 1, 2013, whichever is later.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the area of Integrated Services Delivery (3).

FISCAL IMPACT/FINANCING

The annual contract sum of $540,000.00 will allow the payment of the Contractor's annual fee of $450,000.00, and unanticipated work of $90,000.00.

Initial funding for Tutor.Com was supported through the Los Angeles County Library Foundation, Library Services and Technology Act Grants (LSTA), Mark Taper Foundation, corporate sponsors, and Public Library operating funds. The current contract will be funded by Public Library operating revenues and the Los Angeles County Library Foundation. The Public Library will continue to seek supplemental funding to support this program.

Use of unanticipated work funding will be based on actual need.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Representatives of SEIU Local 721 were notified but did not require a meeting with the Public Library regarding the proposed contract. Advanced copies of the RFP, the proposed contract and the Board Letter have been provided to SEIU Local 721. There is no probable impact to County employees, as this is not a service currently provided by County employees and there is no infrastructure within the County to support employees that could perform this 24 hours a day/7 days a week educational service. CEO Employee Relations and CEO Risk Management have reviewed and approve the recommended contract.

Chief Information Officer (CIO) analysis and recommendation is not required for the recommended contract because it is not an Information Technology service but rather an electronically delivered content service.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of online tutoring services.

The Board is authorized to contract for special services from specially trained, experienced, expert and competent persons qualified to perform the special service, pursuant to California Government Code section 31000. The proposed contract is for a specialty service and requires specialized training and knowledge thereof to perform the work. Because this is not a Proposition A contract, it is exempt from the requirements of the County's Living Wage Program.

The proposed contract contains the Board required provisions to include consideration for hiring of County employees targeted for layoff and GAIN/GROW participants, to which the recommended contractor agrees. The recommended contractor further agrees to comply with all other standard terms and conditions, including indemnification and insurance requirements, Child Support Program, Defaulted Property Tax Reduction Program, Jury Service Ordinance, Safely Surrendered Baby Law, and special provisions California's Online Privacy Protection Act and the Children's Online Privacy Protection Act.

The proposed contract also contains a provision that requires the recommended contractor to

provide and maintain a performance security throughout the term of the contract. The performance security will be written in an amount equal to three times the monthly Contractor's fee.

On final analysis and consideration of the award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

County Counsel has reviewed and approved the proposed contract as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On February 25, 2013, proposals were solicited through the Internal Services Department's purchasing website from vendors registered under the commodity class Education; sub-class Tutoring, Attachment A. Attachment B is a listing of the County's Office of Small Business Community Business Enterprise (CBE) business categories. At the time of the release date of the RFP, this list did not contain a category for Education or Tutoring, therefore, proposals were not solicited from the CBE vendors list.

Advertisements were placed in the Los Angeles Times, Daily News, and Metropolitan News Enterprise newspapers as well as on the Public Library's website.

On March 25, 2013, the Public Library received one (1) proposal.

In April 2013, that proposal was evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; approach to providing required services; quality control plan; and cost. All related evaluation materials and scoring documents were retained. The proposal was further evaluated by reviewing available resources to assess the recommended contractor's past performance and history of labor law violations.

CBE information Summary for the recommended contractor is included as Attachment C.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed contract will ensure the continuation of online tutoring services for the Public Library without interruption.

CONCLUSION

Please return to the Public Library two fully conformed copies of the contract with original signatures.

Respectfully submitted,

MARGARET DONNELLAN TODD
County Librarian

MDT:YDR:EM:cd

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

LOS ANGELES COUNTY VENDOR LIST BY COMMODITY
EDUCATION – TUTORING

Sub-Class #	Description
924-80	TUTORING

Vendor ID	Company Name	Phone	LSBE Certified
10219601	ACTUALIZER 13926 ROSE ST., , CERRITOS, CA, 90703-9043	(714) 521-2663	
11628401	AMHURST EDUCATIONAL GROUP 13031 SAN ANTONIO DR., STE. 216, , NORWALK, CA, 90650-4314	(562) 807-2222	
15401401	AMS ACADEMY 428 W MANCHESTER BLVD, , INGLEWOOD, CA, 90301	(310) 671-4272	
11439501	ANNA GIANNOTIS 10795 WOODBINE ST., APT. 115, , LOS ANGELES, CA, 90034-5442	(310) 202-8043	
15919901	ANNAI JAIMES 13137 MICHELLE CIRCLE, , WHITTIER, CA, 90605	(562) 298-2511	
16210001	ANNE ANDERSON, MA, RN 16757 DONMETZ ST., , GRANADA HILLS, CA, 91344	(818) 422-3041	
15311401	AUGUSTIN ARREOLA 7021 1/2 MACKEE AVE, , LOS ANGELES, CA, 90001	(323) 587-8311	
15790301	BASIC EDUCATIONAL SERVICES TEAM INC. 28307 NEWPORT RD., , MENIFEE, CA, 92584-8003	(951) 246-2055 Ext:104	
13421101	CALIFORNIA COUNCIL ON YOUTH IN 200 E. SLAUSON AVE, , LOS ANGELES, CA, 90011	(323) 947-1033	
13671501	COMMUNITY SUPPORT 4200 WISCONSIN AVENUE, NW, #106-199, WASHINGTON, DC, 20016-2143	(202) 412-5912	
13270901	DARE TO CARE LEARNING CENTER 11819 WILSHIRE BLVD, SUITE 200, LOS ANGELES, CA, 90025	(323) 954-8141	
15315701	DOMINGO CELIS 1253 E. 88TH STREET, , LOS ANGELES, CA, 90002	(323) 583-7728	
14026301	ESMERALDA HERNANDEZ 1509 E. 77TH PLACE, , LOS ANGELES, CA, 90001	(323) 585-1544	
11344901	FELIX AGUILAR 759 MAYDEE ST., , DUARTE, CA, 91010-3569	(626) 357-1383	
12776701	GENEVA THOMAN 11429 TELECHRON AVE., , WHITTIER, CA, 90605-3733	(562) 941-4356	
51063401	GUIDANCE COMMUNITY 2323 WEST MARTIN LUTHER KING JR BLVD, , LOS ANGELES, CA, 90008	(323) 294-6352	
12649401	HAMILTON & ASSOCIATES PO BOX 2627, , GARDENA, CA, 90247-0627	(323) 309-2502	
15128101	INLAND EMPIRE LITERACY PROJECT 1003 ARCHIBALD STE E, , ONTARIO, CA, 91764	(310) 701-6596	
13564001	INTEGRITY FOR MINORITIES FINANCIAL SERVICES INC., 2619 W. IMPERIAL HWY. STE 6, INGLEWOOD, CA, 90303	(323) 423-6968	
15438401	JACQUELINE J RHOADESTHE READING COMPANY 8780 19TH STREET #326, , ALTA LOMA, CA, 91701	(909) 297-3436	
13824901	JARED JOHNSON 17511 LYSANDER DR., , CARSON, CA, 90746	(310) 638-3573	
51086801	JEWISH VOCATIONAL SERVICE 6505 WILSHIRE BLVD., STE. 700, , LOS ANGELES, CA, 90048-4956	(323) 761-8888 Ext:8891	
51086802	JEWISH VOCATIONAL SERVICE 6505 WILSHIRE BLVD., STE. 200, , LOS ANGELES, CA, 90048-4957	(323) 761-8888	
13732901	JOSEPH JEROME JORDAN 4321 EAST IMPERIAL HIGHWAY, #9, , LYNWOOD, CA, 90262	(310) 387-0470	

LOS ANGELES COUNTY VENDOR LIST BY COMMODITY
EDUCATION – TUTORING

15319701	JUANA ROMERO 5158 WALNUT AVENUE, , LYNWOOD, CA, 90262	(310) 438-8639	
16410101	JUVENILE JUSTICE LAW AND RESEARCH CENTER 7375 DAY CREEK BLVD SUITE #103-230, , RANCHO CUCAMONGA, CA, 91739	(951) 218-9809	
50119201	KOREATOWN YOUTH & COMMUNITY 3727 W. 6TH ST., STE. 300, , LOS ANGELES, CA, 90020-5108	(213) 365-7400 Ext:231	
50119202	KOREATOWN YOUTH & COMMUNITY 680 S. WILTON PL., , LOS ANGELES, CA, 90005-3200	(213) 365-7400	
11689001	L. S. HARRISON COMMUNICATIONS 383 W. BADILLO ST., , COVINA, CA, 91723-1828	(626) 858-0032	
13864001	LET'S ALL SIGN 14932 FAIRACRES DR., , LA MIRADA, CA, 90638	(714) 904-5049	
13732401	LINDSEY OLIVARES 7927 ALIX AVENUE, , LOS ANGELES, CA, 90001	(323) 589-8475	
15340501	LOREMY ALVAREZ 10124 KAUFMAN AVE, , SOUTH GATE, CA, 90280	(323) 304-4383	
14061101	LORRIE ANN WALDIE 1845 LAUREL BAY DRIVE, , PASADENA, CA, 91105	(323) 258-3166	
51041101	MARAVILLA FOUNDATION 5729 EAST UNION PACIFIC, , COMMERCE, CA, 90022	(323) 869-4549	
14125001	MARELYN ARLENI LARIOS 726 OLIVE AVENUE, APT. A, , LONG BEACH, CA, 90813	(323) 244-5636	
15314001	MARTHA CELIS 1253 E. 88TH STREET, , LOS ANGELES, CA, 90002	(323) 302-3955	
15515401	MCDUFFY'S ACADEMY OF ACADEMICEXCELLENCE 7705 VICTORIA AVENUE, , INGLEWOOD, CA, 90305	(323) 547-3763	
13921401	MENTORING & PARTNERSHIP FOR YOUTH DEVELOPMENT, 1905 N LINCOLN AVENUE SUITE E511, PASADENA, CA, 91103-1315	(626) 798-7882 Ext:116	
11008401	MIKKI JENKINS PO BOX 881833, , LOS ANGELES, CA, 90009-3013	(310) 493-2211	
11087001	NEVAREZ ENGINEERING 3011 EAST AVE S-2, , PALMDALE, CA, 93550	(661) 266-8938	
14643501	NORTH VALLEY TUTORING SERVICE 5258 TEESDALE AVE., , VALLEY VILLAGE, CA, 91607	(818) 985-5145	
50570601	PEOPLE WHO CARE YOUTH CENTER 1500 W. SLAUSON AVE., , LOS ANGELES, CA, 90047	(323) 778-8905 Ext:18	
13233101	PITZER COLLEGE CCCSI, 1050 NORTH MILLS AVENUE, CLAREMONT, CA, 91711	(909) 607-8183	
13881601	PREMIER YOUTH OPPORTUNITY CENTER, 2694 E. GARVEY AVE SO. #257, WEST COVINA, CA, 91791	(626) 333-0176	
10116801	PROFESSIONAL TUTORS OF AMERICA 3350 EAST BIRCH STREET, SUITE 108, BREA, CA, 92821	(714) 671-0181 Ext:233	
15471401	RAMI N AZARQUALITY TRAINING AND EDUCATION 1585 W BROADWAY, SUITE A, ANAHEIM, CA, 92802	(714) 991-3836	
15313701	RAMON D. GURROLLA 1255 E. 88TH STREET, , LOS ANGELES, CA, 90002	(323) 330-3570	
15783301	REY MENA JR 1435 E. 77TH PLACE, , LOS ANGELES, CA, 90001	(323) 270-1844	
14212401	RODOLFO ALVA RADO BERMUDEZ 11032 ATLANTIC BLVD., SUITE D, , LYNWOOD, CA, 90262	(310) 763-3979	
15411801	S.A.Y FOUNDATION, INC 948 E 116TH STREET, , LOS ANGELES, CA, 90059-1602	(323) 249-9026	

LOS ANGELES COUNTY VENDOR LIST BY COMMODITY
EDUCATION – TUTORING

11702201	SALT AND LIGHT MEDIA 7010 FRANKLIN AVE., , HOLLYWOOD, CA, 90028-3908	(323) 851-3430	
13276301	SHANITA HEARNS 44450 13TH STREET EAST, , LANCASTER, CA, 93535	(213) 725-1659	
14062201	SLS RESIDENTIAL INC. 2505 CARMEL AVENUE, SUITE 210, BREWSTER, NY, 10509	(845) 279-5994 Ext:103	
13162601	STRATEGIES 2 SUCCESS 11646 WILTON PLACE, , LOS ANGELES, CA, 90047-5052	(323) 514-9002	
16177801	STUDENTNEST, INC. 8060 FLORENCE AVE, STE. 205, DOWNEY, CA, 90240	(559) 486-1251 Ext:11	
14515001	SYLVIA ALVAREZ 5850 1/2 MAKEE AVENUE, , LOS ANGELES, CA, 90001	(323) 588-5939	
11358201	TESTPREP USA 1049 AVIATION BLVD., , HERMOSA BEACH, CA, 90254-4023	(310) 798-6400	
50070401	THE COMMUNITY COLLEGE 3530 WILSHIRE BLVD., STE. 610, , LOS ANGELES, CA, 90010-2329	(916) 418-5100 Ext:5148	
50070402	THE COMMUNITY COLLEGE 1901 ROYAL OAKS DRIVE, , SACRAMENTO, CA, 95815	(916) 418-5125	
13328201	THE DISCIPLES IN TRAINING,INC. P.O BOX 5367, 1618 EAST ALONDRA BLVD, COMPTON, CA, 90224-5367	(310) 637-5400	
13748801	THE VERY THOUGHT OF YOU, INC. P.O. BOX 18723, , ENCINO, CA, 91316	(818) 345-3511	
13053301	TUTOR.COM INC 9 E 40TH ST, 2ND FLOOR, NEW YORK, NY, 10016	(920) 327-2859	
10579101	TUTORS OF THE INLAND PO BOX 783, , RIVERSIDE, CA, 92502-0783	(800) 568-8582	
15004801	VERONICA ESTRADA 11734 E KEITH DR, , WHITTIER, CA, 90606-2022	(562) 696-9951	
12317201	VICTORIA PEREZ 2501 E. NORMA AVE., , WEST COVINA, CA, 91791-2149	(626) 967-4079	
16107801	VISION CORE, INC. 6216 EAST PACIFIC COAST HWY. #140, , LONG BEACH, CA, 90803	(562) 308-8105	
15301701	WILKINS ENLIGHTENMENT TUTORIALCENTER 1415 E 123RDST, , LOSANGELES, CA, 90059	(310) 780-2933	
11022601	Y.O.U.R. PHONIC AND LITERACY 3870 CRENSHAW BLVD., STE. 104-318, , LOS ANGELES, CA, 90008-1815	(323) 972-7658	
14924201	ZEALYX INC 2202 EUCLID AVE., , LONG BEACH, CA, 90815	(562) 715-2931	

COMMUNITY BUSINESS ENTERPRISE (CBE)
BUSINESS CATEGORY LISTING

ABRASIVES & ADHESIVES
ACCESSORIES
ACCOUNTING, AUDITING, & BOOKKEEPING SERVICES
ACOUSTICAL, INSULATION, DRY WALL, & PLASTERING CONTRACTORS
ACTORS, DISK JOCKEYS, MUSICIANS & OTHER ENTERTAINERS
ADJUSTMENT AND COLLECTION SERVICES
ADVERTISING AGENCIES AND SERVICES
ADVERTISING SPECIALTIES & PROMOTIONAL PRODUCTS
ADVERTISING, PROMOTIONAL, & TRADE SHOW SERVICES
AERONAUTICAL CONSULTING & SERVICES
AERONAUTICAL, NAUTICAL, & NAVIGATIONAL INSTRUMENTS & EQUIPMENT
AGENTS & BROKERS
AGENTS, BROKERS, & SERVICE
AGRICULTURAL & FORESTRY SERVICES
AIR
AIR CLEANING & PURIFICATION EQUIPMENT & SERVICES
AMUSEMENT & RECREATION SERVICES
APPARATUS & EQUIPMENT
APPLIANCES, TELEVISIONS, & CONSUMER ELECTRONICS
ARCHITECTURAL & ORNAMENTAL METALWORK
ARCHITECTURAL SERVICES
ART GOODS AND SUPPLIES
ARTISTS & ART RELATED SERVICES
ASBESTOS & LEAD CONSULTING & TESTING
ASPHALT & ASPHALT PRODUCTS
ATTORNEY SUPPORT SERVICES
ATTORNEYS
AUDIO & VIDEO EQUIPMENT & SUPPLIES
BATTERIES
BLINDS, CURTAINS, DRAPERIES, & OTHER WINDOW FURNISHINGS
BODY REPAIR, PAINTING, & UPHOLSTERY
BRIDGE, TUNNEL, & ELEVATED HIGHWAY CONTRACTORS
BROKERS
BUILDING CLEANING & MAINTENANCE SERVICES
BUILDING SITE PREPARATION & CLEANUP
BUSINESS SERVICES & CONSULTANTS
BUSINESS SERVICES & CONSULTANTS
CARPENTERS
CARPETS, RUGS, & OTHER FLOOR COVERINGS
CATERERS & FOOD SERVICES
CHEMICAL AND ALLIED PRODUCTS
CHILD CARE SERVICES
CLEANING & MAINTENANCE EQUIPMENT & SUPPLIES
CLOTHING
COMMERCIAL
COMMERCIAL & SERVICE INDUSTRY MACHINERY & EQUIPMENT
COMMERCIAL PRINTING
COMMUNICATIONS CONSULTANTS & SERVICES
COMPUTER EDUCATION & TRAINING
CONCRETE & CUT STONE PRODUCTS
CONCRETE & STUCCO CONTRACTORS
CONSTRUCTION AND CIVIL ENGINEERING
CONSTRUCTION SAND & GRAVEL
CONSULTANTS
CONSULTANTS & OTHER SPECIALTIES
COURT REPORTING
CRANES & AERIAL LIFT PRODUCTS & SERVICES
DATA PROCESSING SERVICES
DEALERS
DESIGN SERVICES, COMMERCIAL & INDUSTRIAL
DEVELOPERS
DOOR & WINDOW MATERIALS
DRAFTING SERVICE
DUMP TRUCK HAULAGE
EARTH SCIENCE CONSULTANTS
ECONOMIC, SOCIOLOGICAL, & EDUCATIONAL
EDUCATIONAL AIDS & TRAINING MATERIALS
ELECTRICAL & ELECTRONIC REPAIR
ELECTRICAL AND ELECTRONIC ENGINEERING
ELECTRICAL APPARATUS
ELECTRICAL CONTRACTORS

COMMUNITY BUSINESS ENTERPRISE (CBE)
BUSINESS CATEGORY LISTING

ELECTRONIC PARTS & EQUIPMENT
ELEVATORS & MOVING STAIRWAYS
EMBROIDERY
EMERGENCY & FIRST AID SUPPLIES & SERVICES
EMPLOYMENT AGENCIES
ENERGY CONSERVATION PRODUCTS & SERVICES
ENGRAVING SERVICES
ENVIRONMENTAL CONSULTANTS
ENVIRONMENTAL ENGINEERING
ENVIRONMENTAL RESEARCH AND MANAGEMENT
ENVIRONMENTAL TESTING & ANALYSIS
EQUIPMENT & MACHINERY
ESTIMATING
ETCHING & ENGRAVING
EXCAVATION CONTRACTORS
EXTERIOR CLEANING & SANDBLASTING
FABRICATED PLATE WORK
FABRICATED STRUCTURAL METAL
FABRICATED STRUCTURAL METALWORK
FACILITIES MANAGEMENT
FACILITIES SUPPORT MANAGEMENT SERVICES
FASTENERS & FASTENING EQUIPMENT
FENCING WORK
FINANCIAL PLANNERS & CONSULTANTS
FIRE & LAW ENFORCEMENT EQUIPMENT & SUPPLIES
FIRE EXTINGUISHERS & SERVICING
FIRE PROTECTION ENGINEERING
FLAGS, BANNERS, DECALS, & POSTERS
FLOOR LAYING, CARPETING, AND OTHER FLOOR WORK
FOOD & BEVERAGE PRODUCTS
FOOTWEAR
FORGINGS & STAMPINGS
FREIGHT AND CARGO
FURNITURE & FIXTURES
FURNITURE REPAIR & UPHOLSTERERS
GAMES & TOYS
GARBAGE COLLECTION & DISPOSAL SERVICES
GARDEN & LAWN SERVICES
GARDEN & NURSERY EQUIPMENT & SUPPLIES
GASOLINE SERVICE STATIONS
GENERAL BUILDING CONSTRACTORS
GENERAL INDUSTRIAL MACHINERY & EQUIPMENT
GENERAL INDUSTRIAL SUPPLIES
GENERAL MERCHANDISE & RETAIL STORES
GENERAL SERVICES & CONSULTING
GEOTECHNICAL ENGINEERING
GIFTS, NOVELTIES, & PARTY FAVORS & SUPPLIES
GLASS
GLASS & GLAZING WORK
GRAPHIC DESIGNERS
HARDWARE & HANDTOOLS
HARDWARE, SOFTWARE, & ACCESSORIES
HAZARDOUS MATERIALS & WASTE COLLECTION, TRANSPORT, & DISPOSAL
HAZARDOUS WASTE CLEANUP
HAZARDOUS WASTE MANAGEMENT
HEATING, VENTILATION & AIR CONDITIONING
HEATING, VENTILATION, & AIR-CONDITIONING EQUIPMENT & SUPPLIES
HEATING, VENTILATION, AND AIR CONDITIONING CONTRACTORS
HEATING, VENTILATION, AND AIR CONDITIONING SERVICES & REPAIRS
HEAVY CONSTRUCTION CONTRACTORS
HEAVY EQUIPMENT RENTAL & LEASING
HEAVY EQUIPMENT REPAIR SERVICES
HEAVY MACHINERY TRANSPORT
HIGHWAY & STREET CONSTRUCTION
HIGHWAY & STREET GUARDRAILS, SIGNS, & SIGNALS
HOME HEALTH CARE SERVICES
HOUSEWARE & HOMEFURNISHINGS
HUMAN RESOURCES CONSULTING SERVICES
INDUSTRIAL & LABOR CONSULTANTS
INDUSTRIAL INSTRUMENTS
INDUSTRIAL TOOLS

COMMUNITY BUSINESS ENTERPRISE (CBE)
BUSINESS CATEGORY LISTING

INFORMATION RETRIEVAL SERVICES
INSPECTION
INSPECTION & INVESTIGATION SERVICES
INSPECTION & TESTING SERVICES
INTERIOR DESIGN SERVICES
INVESTIGATORS & DETECTIVES
INVESTMENT ADVISORY & MANAGEMENT SERVICES
JEWELRY, GEMS, & PRECIOUS STONES
LABORATORY EQUIPMENT & SUPPLIES
LAND CLEARING & PREPARATION
LANDSCAPE ARCHITECTS
LANDSCAPE CONSULTANTS & SERVICES
LAUNDERERS & DRYCLEANERS
LIGHTING FIXTURES
LIGHTING SYSTEMS, EQUIPMENT, & FIXTURES
LOCAL AREA NETWORK SERVICES
LUMBER & OTHER WOOD MATERIALS
MACHINE TOOLS & METALWORKING MACHINERY & EQUIPMENT
MAINTENANCE AND REPAIR
MANAGEMENT
MANAGEMENT CONSULTANTS
MANAGEMENT TRAINING
MANAGERS
MAPS & MAPMAKING SERVICES
MARKETING CONSULTANTS
MASONRY CONTRACTORS
MASONRY MATERIALS AND SUPPLIES
MECHANICAL ENGINEERING
MEDICAL MANAGEMENT CONSULTANTS & SERVICES
MEDICAL OFFICES, CLINICS, & HOSPITALS
MEDICAL, DENTAL, & HOSPITAL EQUIPMENT & SUPPLIES
MESSENGER & COURIER SERVICES
MINING & QUARRYING MACHINERY, EQUIPMENT, & SERVICES
MOTION PICTURE & VIDEO TAPE SERVICES
MOTORS & GENERATORS
NOTARY PUBLICS
NURSES, PHYSICAL THERAPISTS, & OTHER HEALTH CARE SPECIALISTS
OFFICE & BUSINESS MACHINES & EQUIPMENT
OFFICE SUPPLIES
OIL & GAS FIELD MACHINERY, EQUIPMENT, & SERVICES
OPTICAL & OPHTHALMIC EQUIPMENT & SUPPLIES
OTHER CONSTRUCTION MATERIALS
OTHER METAL PRODUCTS & SERVICES
OTHER SPECIALITIES
PACKAGING EQUIPMENT, SUPPLIES, & SERVICES
PAINT & PAINTING SUPPLIES
PAINTING & PAPER HANGING
PAPER & PAPERBOARD PRODUCTS
PAPER & PRINTING MACHINERY & EQUIPMENT
PARKING SERVICES & FACILITY EQUIPMENT & MAINTENANCE
PARTS, SUPPLIES, & ACCESSORIES
PETROLEUM & ALLIED PETROLEUM PRODUCTS & SERVICES
PETS & PET SUPPLIES
PHARMACEUTICAL & ALLIED PRODUCTS
PHOTOCOPYING, DUPLICATING & LAMINATING SERVICES
PHOTOFINISHING LABORATORIES
PHOTOGRAPHERS
PHOTOGRAPHIC EQUIPMENT & SUPPLIES
PHYSICAL & BIOLOGICAL
PIPELINE SERVICES
PLASTIC & RUBBER PRODUCTS & MATERIALS
PLUMBERS
PLUMBING FIXTURES, PARTS, & SUPPLIES
PREFABRICATED STRUCTURES
PRINTING & WRITING PAPER
PROCESS SERVERS
PROGRAMMING AND SOFTWARE DEVELOPMENT
PUBLIC RELATIONS SERVICES
PUBLISHING & PRINTING SERVICES
RADIO, TELEVISION, & CABLE BROADCASTING SERVICES
RAILROAD

COMMUNITY BUSINESS ENTERPRISE (CBE)
BUSINESS CATEGORY LISTING

RAILROAD & SUBWAY CONSTRUCTION
REMODELING & INTERIOR FINISHING & FURNISHING
RENTAL & LEASING
RENTALS & LEASING
RESIDENTIAL
RESTAURANTS & OTHER EATING & DRINKING PLACES
ROOFING, SIDING, & SHEET METAL WORK
SAFETY ENGINEERING
SAFETY EQUIPMENT & SUPPLIES
SCHEDULING
SECRETARIAL, TYPING, & WORD PROCESSING SERVICES
SECURITY & COMMODITY BROKERS, DEALERS, & ALLIED SERVICES
SECURITY & SURVEILLENCE EQUIPMENT & SYSTEMS
SECURITY GUARD SERVICES
SEWER & STORM DRAIN CONTRACTORS
SHEET METALWORK
SIGNS & SIGN INSTALLATION & MAINTENANCE
SOCIAL SERVICES
SOIL & WATER TESTING & ANALYSIS
SPEAKERS & LECTURERS
SPECIFIC TYPES OF INSTRUCTION
SPORTING & RECREATIONAL GOODS & SUPPLIES
SPRINKLER CONTRACTORS
STRUCTURAL STEEL ERECTION
SURVEYING SERVICES
SYSTEMS DESIGNERS & CONSULTANTS
TAX SERVICES
TELECOMMUNICATION CONSULTANTS
TELECOMMUNICATION SERVICES
TELECOMMUNICATIONS EQUIPMENT & SYSTEMS
TERRAZZO, TILE, MARBLE, AND MOSAIC WORK
TEXTILES & ALLIED PRODUCTS
TITLE INSURANCE
TOWING & ROADSIDE ASSISTANCE
TRAFFIC ENGINEERING
TRAINING & WORKSHOP SERVICES
TRANSIT SERVICES
TRANSLATION & INTERPRETING SERVICES
TRANSPORTATION CONSULTANT
TRANSPORTATION ENGINEERING
TRANSPORTATION EQUIPMENT & SUPPLIES
TRAVEL AGENCIES
TREE SERVICES
TRUCKING
TRUCKING WITH STORAGE
TRUCKS, TRACTORS, FORKLIFTS & SIMILAR EQUIPMENT
TYPESETTING
UNIFORMS & WORK CLOTHING
URBAN PLANNING & CONSULTING SERVICES
UTILITY CONSULTANTS & SERVICES
VALVES, PISTONS, & FITTINGS
VENDING MACHINES, PARTS, & SUPPLIES
VOCATIONAL TRAINING & SERVICES
WAREHOUSING & STORAGE
WATER MANAGEMENT SERVICES
WATER TREATMENT SYSTEMS & EQUIPMENT
WATER WELL DRILLING AND SERVICES
WATER, SEWER, PIPELINE, & UTILITY LINE
WEATHER, WATER, & FIREPROOFING CONTRACTORS
WELDING
WIRE & CABLE
WIRE & WIRE PRODUCTS
WOOD PRODUCTS & MILLWORK
WORKERS COMPENSATION
WRECKING AND DEMOLITION CONTRACTORS

ATTACHMENT C

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	**TUTOR.COM**		
Total Number of Employees in Firm	**408** (22 elected to not share EEO information)		
Owners/Partner/Associate Partners			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander			
American Indian			
Filipino			
White	1		
Total	**1**	**0**	**0**
Women (should be included in counts above and also reported here separately).			
Managers			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander			
American Indian			
Filipino			
White	12		
Total	**12**	**0**	**0**
Women (should be included in counts above and also reported here separately).	5		
Staff			
Black/African American	14		
Hispanic/Latin American	22		
Asian or Pacific Islander	57		
American Indian	2		
Filipino			
White	278		
Total	**373**	**0**	**0**
Women (should be included in counts above and also reported here separately).	218		
Percentage of Ownership			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander			
American Indian			
Filipino			
White			
Total	**0%**	**0%**	**0%**
Women (should be included in counts above and also reported here separately).			
Current Certification as Minority/Women-Owned Firm			
State of California			
City of Los Angeles			
Federal Government			
County of Los Angeles			

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals, therefore, some columns may not add to the correct totals.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TUTOR.COM

FOR

ONLINE TUTORING SERVICES

CONTRACT PROVISIONS
ONLINE TUTORING SERVICES
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STANDARD EXHIBITS:

A STATEMENT OF WORK

B PRICING SCHEDULE

C CONTRACTOR'S PROPOSED SCHEDULE

D CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS:

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

J DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION

PRIVACY PROTECTION ACTS

K CALIFORNIA ONLINE PRIVACY PROTECTION ACT (Business and Professions Code Section 22575-22579)

L CHILDREN'S ONLINE PRIVACY PROTECTION ACT

MONTHLY BACKGROUND INVESTIGATIONS ATTESTATIONS

M ATTESTATION FORM FOR CONTRACTOR EMPLOYEE BACKGROUND INVESTIGATIONS

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TUTOR.COM
FOR
ONLINE TUTORING SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Tutor.com, hereinafter referred to as Contractor. Tutor.com is located at 9 E 40th Street, 2nd Floor, New York, NY 10016.

RECITALS

WHEREAS, the County may contract with private businesses for Online Tutoring Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Online Tutoring Services; and

WHEREAS, this Contract is authorized under California Government Section Code 31000; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's Proposed Schedule

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Defaulted Property Tax Reduction Program

Unique Exhibits:

1.11 EXHIBIT K - California Online Privacy Protection Act (Business and Professions Code Section 22575-22579)

1.12 EXHIBIT L - Children's Online Privacy Protection Act

1.13 EXHIBIT M - Attestation Form for Contractor Employee Background Investigations

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

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County:** County of Los Angeles

2.5 **County Contract Project Director:** The individual designated by the County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.

2.6 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract. He/She is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.7 **County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract.

2.8 **County Librarian:** Head of the County of Los Angeles Public Library.

2.9 **Customer(s):** Individual(s) having a current County of Los Angeles Public Library card.

2.10 **Day(s):** Business day(s) unless otherwise specified.

2.11 **Department:** County of Los Angeles Public Library

2.12 **Expert:** A person who is at the level of College Sophomore or Higher and possesses a strong level of skill in or knowledge of a particular field.

2.13 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Library:** County of Los Angeles Public Library

2.15 **Online:** Connected to, served by, or available through a computer or telecommunications system (as the Internet).

2.16 **Tutor:** A person that instructs another in some branch of learning.

3.0 WORK

3.1 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.

3.2 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.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after execution by the County Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian, or his/her designee as authorized by the Board.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify the Library when this Contract is within nine (9) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Library at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B – Pricing Schedule and Exhibit C – Contractor's Proposed Schedule, and shall not exceed Five Hundred Forty Thousand Dollars and Zero Cents **($540,000.00)** for each year of this Contract, except as set forth in Sub-paragraph 8.1 – Amendments. The maximum contract sum is as described in Sub-paragraph 5.2 below, and an annual estimate for unanticipated work Ninety Thousand Dollars and Zero Cents ($90,000.00) for additional online tutoring services sessions as authorized in Section 9.0 – Unanticipated Work, of the Statement of Work.

5.2 The Contractor will be paid the monthly Contract fee of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents **($37,500.00)**, and shall not exceed Four Hundred Fifty Thousand

Dollars and Zero Cents **($450,000.00)** for each year of this Contract.

5.3 The use of the maximum contract sum for any unanticipated work is not guaranteed by the County, and is contingent upon the Library's adopted budget and needs.

5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County Contract Project Manager at the address herein provided in Exhibit E - County's Administration.

5.6 **Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule and Exhibit C – Contractor's Proposed Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the services provided, contract number, contract description,

number of online sessions with corresponding cost in accordance with section 5.6.2 above, and/or approved quote for any unanticipated work.

5.6.4 In addition to invoices for the monthly contract fee, the County agrees to compensate the Contractor for unanticipated work which has been approved by the County Contract Project Director or his/her designee. The County shall pay the Contractor for these services in accordance with the Statement of Work, Section 9.0 – Unanticipated Work.

5.6.5 The Contractor shall submit the monthly invoice to the County by the 15th calendar day of the month following the month of service.

5.6.6 All invoices under this Contract shall be submitted to the County Contract Project Monitor at the physical or electronic address herein provided in Exhibit E – County's Administration.

5.6.7 **County Approval of Invoices**

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

No payment for unanticipated work shall be made for Contractor's inadequate and untimely performance of scheduled services.

5.6.8 The County may deduct from payment, amounts assessed which may include but are not limited to, liquidated damages, replacement cost of services, cost for damages to County equipment and/or facilities or any other offset in accordance with the terms and conditions of this Contract.

5.6.9 The Contractor will be paid approximately forty-five (45) days in arrears, after the submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.

5.6.10 **Local Small Business Enterprises (SBE) – Prompt Payment Program**

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

5.6.11 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Project Director

Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Contract Project Monitor

The County's Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR'S ADMINISTRATION

A listing of all Contractor Administration is referenced in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the names or addresses shown.

7.1 Contractor Project Manager

7.1.1 The Contractor Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have three (3) years of demonstrated experience in providing online tutoring services over the Internet to include but not limited to overseeing of the day-to-day operations, technical support, troubleshooting skills, delivery of service, quality control and customer relations.

7.2 Approval of Contractor's Employees

The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees, including, but not limited to, the Contractor's Project Manager.

7.3 Background and Security Investigations

7.3.1 Each of Contractor's employees performing services under this Contract, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's employees' passes or fails the background investigation.

7.3.2 If a Contractor's employee does not pass the background investigation, the Contractor shall not allow that employee to perform services under the Contract at any time during the term of the Contract.

7.3.3 If the Contractor should become aware that a member of the Contractor's employees, becomes involved in or is convicted of any criminal matter referenced in sub-section 7.3.5 below, that employee shall immediately be removed from performing services under this Contract. The Contractor is responsible to immediately make full disclosure to the County of such removal and reason.

7.3.4 The Contractor shall submit to the County by the 15th calendar day of each month a background investigation attestation, Contract Exhibit M – Attestation Form for Contractor Employee Background Investigations.

7.3.5 No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for, a felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.3.6 Disqualification of any member of Contractor's staff pursuant to this Sub-paragraph 7.3 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract. Failure to comply with this Sub-paragraph 7.3 shall be a material breach of the Contract upon which the County may terminate or suspend this Contract.

7.4 Confidentiality

7.4.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.4.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.4.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.4.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board, with the exception that the County Librarian is expressly authorized to increase the contract sum set forth in Paragraph 5.0, Contract Sum, originally approved by the Board, for a particular contract year, due to changes in the scope of work, increase of services and/or days and hours of services pursuant to Section 8.1.4 and to increase the contract sum to modify the annual estimate for unanticipated work included in and annual maximum contract sum. Any such changes shall be in writing and signed by the Contractor and by the County Librarian or his/her designee.

8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by and by the County Librarian or his/her designee.

8.1.3 The County Librarian or his/her designee or the Board, may in their sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian or his/her designee or the Board.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in services and/or an increase or decrease in the number of days or hours of service and/or changes to the scope of work. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the delivery of increased services, designated after the Contract's

commencement date based on the submission of an approved cost estimate per function. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the increase or decrease in services and/or increase or decrease in the number of days of service. The County will determine the need for modification referenced herein.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the 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 the County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 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.

8.4 BUDGET REDUCTIONS

In the event that the Board 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.

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

or make any admission, in each case, on behalf of the County without County prior written approval.

8.7 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 D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 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 Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy:

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will

receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “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 agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. The 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, the 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.

8.9 CONFLICT OF INTEREST

8.9.1 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.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this 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 sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this 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.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 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. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 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.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

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. The Board 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The 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.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this 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).

8.15 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.

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.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 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.

8.17.2 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.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or

services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 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.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 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.

8.22.2 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.

8.22.3 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.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.4 - Confidentiality.

8.23 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, except for such loss or damage arising from the sole negligence or willful misconduct of the County.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The

Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit D-County's Administration

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the

Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with

respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor's own policies, or shall provide the County with each Sub-Contractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

The Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall maintain such coverage for

a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

8.24.14 **County Review and Approval of Insurance Requirements**

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

8.25 INSURANCE COVERAGE

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property

damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 **Unique Insurance Coverage**

- **Professional Liability/Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Cyber Liability**

  Insurance covering Contractor's liability arising from a security incident as it relate to this Contract, with limits of not less than $5 million aggregate for each occurrence. For purposes of this section, the term "security incident" means virus/worm outbreaks, malicious attacks on networks, web page defacements, actual or suspected loss or disclosure of personal and/or confidential information and loss of County supplies portable computing devices (i.e., laptops, PDAs, removable storage devices, etc). The Contractor understands and agrees it shall maintain such coverage for a period of not

less than three (3) years following this Agreement's expiration, termination or cancellation

- Sexual Misconduct Liability

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the County Librarian, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Librarian, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Two Hundred Dollars ($200) per day per infraction, or as specified in the

Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work Exhibits, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Section 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 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.

8.28.4 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, physical or mental disability, marital status, or political affiliation.

8.28.5 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.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 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 and Housing 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.

8.28.8 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.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Public Library from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 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 one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or the County Contract Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 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 Exhibit E - County's Administration and Exhibit F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Librarian or his /her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PERFORMANCE SECURITY

8.35.1 The Contractor shall provide and maintain performance security, throughout the term of this Contract. Such performance security shall be written in an amount equal to three (3) times the monthly Contractor's fee, be conditioned upon the Contractor's faithful performance and satisfactory completion of all Contract obligations as determined by the County, and be executed by a corporate surety licensed to transact business in the State of California.

8.35.2 The proposed performance security, including all its terms and conditions, must be submitted to the County for the County's review and approval not less than fifteen (15) business days prior to commencing services under this Contract. Failure to provide evidence of, or to maintain, the required performance security, may constitute a material breach of this Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County reserves the right to review and adjust the form and/or amount of the Performance Security Requirement conditioned upon the County's determination of changes in risk exposure.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.38 PUBLICITY

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Project Director. The County shall not unreasonably withhold written consent.

8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.38 shall apply.

8.39 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. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.39.1 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).

8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.39.3 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.

8.40 RECYCLED BOND PAPER

Consistent with the Board 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.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance 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.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's

request:

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

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

8.41.4 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.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.41.6 The County Librarian is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the County Contract Project Manager at the physical or electronic address herein provided in Exhibit E – County's Administration before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - 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 Sub-paragraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 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.

8.43.2 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.

8.43.3 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 sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County Contract Project Director:

- 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.

8.44.2 In the event that the County terminates this Contract in whole or in part as provided in section 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in section 8.44.2 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 sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.44, or that the default was excusable under the provisions of section 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 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.

8.45.2 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.

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

8.46 TERMINATION FOR INSOLVENCY

8.46.1 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.

8.46.2 The rights and remedies of the County provided in this Sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.48 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 Board 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.

8.49 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.

8.50 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 set forth in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 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.

8.51.2 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.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it

is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.52 "Warranty of Compliance with County's Defaulted Property Tax Reduction 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 ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CALIFORNIA ONLINE PRIVACY PROTECTION ACT

This Contract is subject to the provisions of the State of California's Online Privacy Protection Act as codified in Sections 22575 through 22579 of California Business and Professions Code, a copy of which is attached as Exhibit K and incorporated by reference and made a part of this Contract.

The Act requires operators of commercial Web sites or online services that collect personally identifiable information on California consumers through the Web site or online service to clearly post its privacy policy on its Web site and to comply with the policy's provisions.

For the purposes of this Sub-paragraph 9.1, the following definitions apply: **(A)** The term "personally identifiable information" means individually identifiable information about an individual consumer collected online by the operator from that individual and maintained by the operator in an accessible form, including any of the following: (1) A first and last name, (2) A home or other physical address, including street name and name of a city or town, (3) An e-mail address, (4) A telephone number, (5) A social security number, (6) Any other identifier that permits the physical or online contacting of a specific individual, (7) Information concerning a user that the Web site or online service collects online from the user and maintains in personally identifiable form in combination with an identifier described in this subdivision. **(B)** The term "consumer" means any individual who seeks or acquires, by purchase or lease,

any goods, services, money, or credit for personal, family, or household purposes. **(C)** The term "operator" means any person or entity that owns a Web site located on the Internet or an online service that collects and maintains personally identifiable information from a consumer residing in California who uses or visits the Web site or online service if the Web site or online service is operated for commercial purposes. It does not include any third party that operates, hosts, or manages, but does not own, a Web site or online service on the owner's behalf or by processing information on behalf of the owner.

It is the sole responsibility of the Contractor to read and understand the California Online Privacy Protection Act in its entirety.

The State of California may bring enforcement actions and impose civil penalties for violations under this Act. In addition, the County may assess liquidated damages in accordance with the PRS. Further, the County reserves the right, in its sole discretion, to terminate this Contract for failure to comply with this Sub-paragraph 9.1.

The Contractor acknowledges that the State of California regularly reviews and revises and/or updates legislation as necessary. The Contractor further acknowledges that Contractor is solely responsible to maintain compliance with **all** revised and/or updated requirements subject to such legislation no later than thirty (30) days of release of a revision and/or update in requirements. The County shall bear no responsibility in providing revisions and/or updates to the Contractor, for any purpose, but will hold the Contractor responsible for failure to maintain compliance as required under this Contract.

9.2 CHILDREN'S ONLINE PRIVACY PROTECTION ACT

This Contract is subject to the provisions of the United States Federal Trade Commission's (FTC) Children's Online Privacy Protection Act. A copy of the Act is attached as Exhibit L and is incorporated by reference and made a part of this Contract. Under this Act, the FTC sets requirements regarding the collection, use and/or disclosure of personal information for a child.

In accordance with the Children's Online Privacy Protection Act, the Contractor shall post a link to a privacy notice of its information practices on the homepage of its website and at each area where personal information is collected from a child. The link to the privacy notice must be clear and prominent. A link in small print at the bottom of the homepage is not considered clear and prominent.

The privacy notice must be clearly written and understandable; it shall not include any unrelated or confusing material. It must state the following:

- the name and contact information of all operators collecting or maintaining personal information on a child through the website;
- the kinds of personal information collected; and
- how personal information is collected and its uses; and
- whether information is disclosed to third parties; and
- that the parent has the option to agree/not agree to collection and use of the child's personal information; and
- that the parent can review the child's personal information, ask to have it deleted and refuse to allow any further collection or use of the child's information to include the procedure for parent to follow in doing this.

For the purposes of this Sub-paragraph 9.2, the following definitions apply: (1) the term "child" means an individual under the age of thirteen, (2) The term "personal information" means individually identifiable information about an individual collected online, including a first and last name, home or other physical address, an e-mail address, a telephone number, a social security number, any other identifier that the FTC determines permits the physical or online contacting of a specific individual, (3) The term "operator" means any person who operates a website located on the Internet or an online service and who collects and maintains personal information from or about the users of or visitors to such website or online service, (4) the term "parent" includes legal guardian.

<u>It is the sole responsibility of the Contractor to read and understand the Children's Online Privacy Protection Act in its entirety.</u>

The FTC may bring enforcement actions and impose civil penalties for violations under this Act. In addition, the County may assess liquidated damages in accordance with the Contract's PRS. Further, the County reserves the right, in its sole discretion, to terminate this Contract for failure to comply with this Sub-paragraph 9.2.

The Contractor acknowledges that the FTC regularly reviews and revises and/or updates legislation as necessary. The Contractor further acknowledges that Contractor is solely responsible to maintain compliance with **<u>all</u>** revised and/or updated requirements

subject to such legislation no later than thirty (30) days of release of a revision and/or update in requirements. The County shall bear no responsibility in providing revisions and/or updates to the Contractor, for any purpose, but will hold the Contractor responsible for failure to maintain compliance as required under this Contract.

9.3 CONTRACTOR'S CONFIDENTIALITY CLAUSE

User Information Is Strictly Confidential Absent Extraordinary Circumstances. The Contractor will not disclose to any third party any personal information that would permit identification of a User without first obtaining the prior written consent of the Library.

9.4 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.4.1 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.

9.4.2 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.

9.4.3 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.

9.4.4 If the Contractor has obtained 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:

1. 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;

2. 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

3. 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 to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.5.4 Contractor Property. All aspects of the Services, including but not limited to the look and feel of the Contractor's template pages, and all intellectual property and/or proprietary rights therein, including without limitation, copyright, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, recognized in any country or jurisdiction in the world, are the sole and exclusive property of the Contractor. The Contractor's Property includes all changes and addition to the Services and all derivatives works thereof. The County acknowledges and agrees that this Agreement in no way shall be construed to provide to County, or any other person or entity, any express or implied license to use, copy, reverse engineer, or otherwise exploit the Contractor's Property or Services or any portion thereof (including any intellectual property embodied therein) other than as specifically set forth in this Contract.

9.6 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.6.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 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 Transitional Job Opportunity vendor.

9.6.3 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 Transitional Job Opportunity vendor.

9.6.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor 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:

1. 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;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. 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 to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **Tutor.com**

By _____ 5-31-2013
Kevin Donalds Date

CFO
Title

COUNTY OF LOS ANGELES

By _____
Mark Ridley-Thomas, Chairman

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

John Krattli
County Counsel

By_____ 6/4/13
Principal Deputy County Counsel Date

EXHIBIT A

STATEMENT OF WORK

ONLINE TUTORING SERVICES

STATEMENT OF WORK
ONLINE TUTORING SERVICES

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover a maximum of Seventy-Five Thousand (75,000) online tutoring/career sessions for each year of the Contract. However, the Public Library has the ability to authorize additional sessions as needed pursuant to Section 9.0 – Unanticipated Work of this SOW. Should the County determine that the annual anticipated number of sessions exceeds Seventy-Five Thousand (75,000), an amendment will be executed. Services will also be available through mobile applications. One-on-one tutoring sessions will be available to all County of Los Angeles Public Library customers that have a current library card, in age groups K-12, Early College and Adult Learners. Tutoring services will be available in English, Spanish, and at least one (1) Asian language; other languages may be requested on an as-needed basis. Tutors must be trained experts and must meet the required education as provided in Section 10.0 – Education Requirements of this SOW. Tutoring services will be available at days/times in accordance with Section 7.0 – Hours/Days of Service of this SOW.

2.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Contract, Paragraph 2.0 – Definitions. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

3.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR WORK HOURS

3.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in services, the number of service days and/or hours as provided in Section 7.0 – Hours/Days of Service, of this SOW. Due to budget considerations, services and service days and/or hours may vary throughout the contract term. The County will notify the Contractor of any such variation, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for additional services and additional hours/days of service designated after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustments shall be made to reflect such modification in services on a pro-rata basis commensurate with the increase or decrease in services and/or days/hours. The County will determine the need for modification referenced herein. Upon Board delegation, the County Librarian or his/her designee has the authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any additional services added by way of amendment.

3.2 All changes must be made in accordance with Sub-paragraph 8.1 – Amendments, of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that Contract requirements are being met.

4.2 A record of all monitoring activities conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request. If available, the Contractor shall provide a transcript of complaints to the County either in person, mailed, faxed, or emailed upon request.

4.4 All complaints shall be addressed as soon as possible by the Contractor. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint and the total cost incurred by the County, if any, will be assessed from the Contractor's monthly invoice. Refer to Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary.

4.5 The Contractor shall maintain and keep all background investigation records performed on tutors providing services under this Contract. The Contractor must complete and submit a background investigation attestation, Contract Exhibit M – Attestation Form for Contractor Employee Background Investigations by the 15th calendar day of each month, attesting that tutors working under this Contract have and continue to pass background investigation in accordance with Sub-Paragraph 7.3 – Background and Security Investigations, of the Contract.

4.6 The Contractor shall perform in a professional manner.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.15 – County's Quality Assurance Plan.

5.1 Meetings

The Contractor is required to attend any scheduled meeting (as needed). Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend will result in an assessment in accordance with the Statement of Work Exhibits, Exhibit 2 - Performance Requirements Summary.

5.2 Annual Evaluation

The County, or its agent, will evaluate the Contractor's performance under the Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The report will include improvement/corrective action measures taken by the County and the Contractor. Contractor deficiencies, which the County determines as severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

5.3 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. Failure to resolve the problem within time specified will result in issuing a formal Contract Discrepancy Report with an assessment in the amount specified in the Performance Requirements Summary and/or Contract, Sub-paragraph 8.26 - Liquidated Damages, retroactive to the initial report of the discrepancy.

Upon receipt of the Contract Discrepancy Report, the Contractor is required to respond in writing to the County Contract Project Monitor within two (2) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report or contrary evidence shall be submitted to the County Contract Project Monitor within ten (10) business days.

5.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

<u>COUNTY</u>

6.1 PERSONNEL

The County will administer the Contract according to the Contract provisions under, Paragraph 6.0 – Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.1 – Amendments.

6.2 COUNTY ORIENTATION

The County shall conduct an orientation to the successful Contractor prior to the effective date of the Contract. The County and the Contractor will review the terms and conditions of the Contract to ensure the Contractor understands its obligations and work to be performed.

CONTRACTOR

6.3 CONTRACTOR PROJECT MANAGER

6.3.1 The Contractor shall provide a full-time Contractor Project Manager or designated alternate. The County must have access to the Contract Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 The Contractor Project Manager shall act as a central point of contact with the County and shall have full authority to act for the Contractor on all matters relating to the daily operations of the Contract. The Contractor Project Manager and alternate must be able to effectively communicate in English, both orally and in writing.

6.3.3 The Contractor's Project Manager must have three (3) years of demonstrated experience in providing online tutoring services over the Internet to include but not limited to overseeing of the day-to-day online and internal operations, technical support, troubleshooting skills, delivery of service, quality control and customer relations.

6.4 PERSONNEL

6.4.1 The Contractor shall assign a sufficient number of qualified employees to perform the required work**.**

6.4.2 The Contractor shall assign one (1) supervisor exclusive to this Contract to monitor and inspect the employees and their performance.

6.4.3 The Contractor shall ensure that **only** personnel assigned to the Contract are permitted to work on the Contract at all times.

6.4.4 The Contractor cannot assign employees under the age of eighteen (18) to perform work under the Contract.

6.4.5 Contractor employees performing services under this Contract must undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract as set forth in Sub-paragraph 7.3 - Background and Security Investigation, section 7.3.1, of the Contract.

No personnel employed by the Contractor and providing services herein shall have a criminal conviction record or pending criminal trial for, a

felony or misdemeanor offense, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

6.4.6 The Contractor's employees shall meet the education requirements as set forth in Section 10.0 – Education Requirements of this SOW.

6.5 QUALIFIED PERSONNEL

In the event a Contractor employee is unable to perform the prescribed services under this Contact and/or it is discovered subsequent to hire, that an employee working on the Contract does not meet the education requirements, then the Contractor shall immediately remove that employee from working on the Contract. The Contractor shall have twenty-four (24) hours to replace the unqualified employee. Replacements due to unqualified personnel do not alleviate the Contractor's obligation to provide services.

6.6 EQUIPMENT AND MATERIALS

6.6.1 The Contractor shall provide a web-based (Internet) site for Public Library customers to access the services provided under the Contract, from anywhere with an Internet connection and/or a properly equipped telecommunication device.

6.6.2 The Contractor is responsible for ensuring that each employee working under the Contract has the necessary computer and computer equipment to provide services. Maintenance and repair of computers and computer equipment is the responsibility of the Contractor and/or its employees.

6.6.3 The Contractor is responsible for ensuring that the computers and computer equipment used to provide services is safe for use and equipped with anti-virus software and is free of viruses.

6.6.4 The Contractor shall provide immediate notification to the County Contract Project Manager, in the event, any computer used by the Contractor or its employees to provide services is discovered to have a virus. The Contractor shall immediately terminate all online services from the effected computer until computer is repaired and free of virus.

6.7 SYSTEM REQUIREMENTS

The Contractor must support Windows Operation System 2000, XP and Vista7 with one of the following browser supports; Internet Explorer (6.0 or higher) or Firefox (2.0 or higher) or Chrome (17.0 or higher) or Mac OS X with one of the following browser support; Safari (3.0 or higher), Firefox (2.0 or higher) or Chrome (17.0 or higher).

The Contractor must have an existing mobile application for web-based one-on-one tutoring sessions that has been out of Beta-release for at least one (1) year as proven through build history and version number records.

6.8 TRAINING AND TESTING

6.8.1 The Contractor shall conduct comprehensive testing of all employees working under the Contract to ensure the employee is expertly skilled and has knowledge in all subjects tutored in by that employee. Testing records must be available for inspection at the request of the County.

6.8.2 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.8.3 All company training records must include a course outline of subjects trained in and a signature from the employee acknowledging training and understanding. Training records including course materials must be available for inspection at the request of the County.

6.8.4 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the services to be provided under the Contract and how and when they are to provide the service.

6.9 CONTRACTOR'S OFFICE

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business.

6.9.1 **Business Hours**

The Contractor's office shall be staffed during the hours of 7:00 a.m. to 6:00 p.m. PST, Monday through Thursday, by at least one employee who can respond to inquires and complaints, which may be received about the Contractor's performance under the Contract. If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of call. Refer to Performance Requirement Summary for non-compliance.

6.9.2 **After-Hours**

When the Contractor's office is closed, the Contractor Project Manager's after-hours number will be utilized to address inquiries and complaints. If a voicemail is utilized, the Contractor Project Manager must respond within thirty (30) minutes of receipt of the call.

6.10 WORK LOCATIONS

The services provided under this Contract will be done at varying locations such as home-based worksites as solely approved by the Contractor. The Contractor acknowledges that Contractor is solely responsible for complying with any applicable Federal, State and local law pertaining to such worksites.

7.0 HOURS/DAYS OF SERVICE

7.1 The Contractor shall provide services on the days and hours specified by the Public Library. The daily service hours shall be strictly adhered to and in no

event are the hours to be altered to begin and/or conclude at an earlier or later time, unless authorized by the County.

7.2 The Contractor shall provide adequate staffing for uninterrupted service during the prescribed days and hours per week as established by the Public Library.

7.3 The Contractor shall identify the methodology for how the sessions will be allocated to ensure that the maximum of 75,000 sessions are available throughout the Contract year.

8.0 RECOGNIZED HOLIDAYS

The Contractor is not required to provide services on the following holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

The Contractor acknowledges that services are to be provided on all other holidays to include but not limited to holidays on which the Public Library is closed.

9.0 UNANTICIPATED WORK

9.1 The County Contract Project Manager or his/her designee may authorize the Contractor to perform unanticipated work such as increasing the maximum number of sessions, and/or additional hours/days of service, when the need for such work arises out of extraordinary circumstances or a substantial increase in customers utilizing services under the Contract. Should the County determine that the annual anticipated number of sessions exceeds Seventy-Five Thousand (75,000), an amendment will be executed.

9.2 Prior to performing any unanticipated work, the Contractor shall prepare and submit a written description of the work with an estimate. If the unanticipated work exceeds the Contractor's estimate, the County Contract Project Director, or his/her designee must approve the excess cost. If immediate action is needed, a verbal authorization can be given to perform unanticipated work and a written description of the work completed, to include a breakdown of service and when/how service was provided and how many hours/days service was provided, can be submitted within one (1) business day to the County. In any case, no unanticipated work shall commence without written/verbal authorization from the County.

9.3 The Contractor shall commence all unanticipated work on the established specified date/time. The Contractor shall proceed diligently to complete said work within the time allotted.

9.4 The County reserves the right to perform unanticipated work itself or assign the work to another Contractor.

9.5 The Contractor, in no event shall exceed the maximum number of online sessions (75,000) without receiving prior written/verbal approval from the County. The Contractor must provide written notification to the County Contract Project Manager and the County Contract Project Monitor upon reaching 70,000 sessions.

10.0 EDUCATION REQUIREMENTS

All tutors providing service under the contract must meet the following education requirements:

- Must be at the level of College Sophomore or Higher.
- A bachelor's degree is required for tutoring in college courses.
- Demonstrated proficiency in academic subject areas for which tutoring services will be provided.

Desired Qualifications

- Teaching/tutoring experience.
- Previous work experience or possess strong content knowledge that easily demonstrates either skill in or knowledge of the content in the area of tutoring.
- Demonstrated ability to work with and effectively communicate ideas to students of all ages.

11.0 REQUIRED SUBJECT AREAS

The Contractor must provide tutors with the knowledge of the following subject areas:

- K-12: Math, Science, English, Social Studies and Writing
- College: Math, Science, Engish, Social Studies and Writing
- Adult: GED Preparation, Citizenship, Writing, Resume Preparation, Interviews

12.0 JOB DESCRIPTION

Tutors assist learners of all ages through comprehensive and guided study techniques in clarifying course content, skill building, careers services, preparing for the GED assessment and/or citizenship tests. Tutors providing service under the Contract must be fluent in the language tutored in and can effectively communicate in that language orally and in writing.

The below listed duties and responsibilities are provided only as general functions of the tutor. The Contractor acknowledges that duties and responsibilities of its employees are not limited to those listed below and that the list may be modified.

1. Be courteous and polite to customers.
2. Check customers work for accuracy or proper methodology.
3. Communicate at language levels that are in line with customer's ability to understand.
4. Communicate with Contractor or Contractor's designee on matters that impact the ability to provide services.
5. Facilitate cohesive one-on-one online sessions while assisting learners through the tutoring process as established by the Contractor.
6. Follow all Contractor policies and procedures as they relate to the Contract.
7. Guide, direct and assist customers with homework, studying, skill building, organizing and writing a paper or preparing for an exam, projects, and/or writing a resume or cover letter as appropriate.
8. Keep Contractor informed about tutoring experiences, job assignments or any concern.
9. Motivate and challenge customers while fostering a positive work environment.
10. Observe confidentiality at all times.

11. Operate computer equipment.
12. Participate in all tutoring training sessions and meetings as needed.
13. Report any inappropriate conduct by customer to Contractor's Project Manager.
14. Review resumes and provide career tips.
15. Tailor tutoring session to the individual needs of the customer.
16. Take on additional responsibilities as assigned.

13.0 REPORTING

In addition to any other reports or forms requested through this Contract, the Contractor must also provide monthly reports showing the following:

- Session use per month, week, day and hour
- Wait times per month, week, day and hour
- Number of users unable to be serviced per month, week, day and hour, including reasons
- Ad Hoc reports as requested by the Public Library

14.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the County or Public Library official seal, letterhead or name of the County of Los Angeles or the County of Los Angeles Public Library in any communication without written approval

15.0 GREEN INITIATIVES

15.1 The Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

15.2 The Contractor shall notify County Contract Project Manager of the Contractor's green initiatives prior to the Contract commencement.

16.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary is a listing of requirements that are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond the defined in the Contract and the SOW. Refer to the Statement of Work Exhibits, Exhibit 2 – Performance Requirements Summary. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this Performance Requirements Summary, the meaning apparent first in the Contract, then in the SOW will prevail. If any service seems to be created in the Performance Requirements Summary, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

1. Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable

performance, specific steps to return performance to an acceptable level and monitoring methods to prevent reoccurrence.

2. Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the Performance Requirements Summary.

3. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

4. Failure of the contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's invoice.

This section does not preclude the County's right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in Contract, Paragraph 8.0 - Standard Terms and Conditions, Sub-paragraph 8.43 - Termination for Convenience.

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EXHIBIT A

STATEMENT OF WORK EXHIBITS

EXHIBIT A

STATEMENT OF WORK EXHIBITS

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7400 E. IMPERIAL HWY. ▪ P.O. BOX 7011 ▪ DOWNEY, CA 90241-7011 ▪ PHONE: 562-940-8485 ▪ FAX: 562-803-0016

CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor:**February 3, 2009**

TO: (Contractor) **John Doe**
ABC 123 Tutoring Inc.,

FROM:	**Jane Smith** **Contract Services Unit**	Phone No.: Fax No.:	**(562) 940 – 0000** **(562) 803 – 0016**
CONTRACT NO.	**12345**	CONTRACT TITLE:	**ONLINE TUTORING SERVICES**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the Contract Services Coordinator.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

The Contract Services Coordinator will evaluate the Contractor's response and will reply to the Contractor indicating satisfactory of unsatisfactory completion of the corrective action.

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Paragraph 3.0, Sub-paragraph 3.1	Work	Contractor must perform and deliver all tasks, deliverables, services and other work on time.	Inspection and Observation	$200 per occurrence
Contract: Paragraph 4.0, Sub-paragraph 4.3	Term of Contract	Contractor must notify Library when Contract is within nine (9) months from expiration.	Receipt of notification	$200 per occurrence
Contract: Paragraph 5.0, Sub-paragraph 5.5	Contract Sum	Contractor must send written notification that the Contractor has incurred 75% of the total contract authorization.	Receipt of document	$200 per occurrence
Contract: Paragraph 7.0	Contractor's Administration	Contractor shall notify County in writing of any changes in Exhibit F – Contractor's Administration.	Receipt of document	$200 per occurrence
Contract: Sub-paragraph 7.1, Section 7.1.1	Contractor Project Manager	Contractor shall notify County in writing of any change in name or address of Project Manager.	Receipt of document	$200 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.1	Background and Security Investigations	Contractor must perform a background investigation on each employee as a condition of beginning and continuing to work on the Contract.	Receipt of Monthly Certification	$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.2	Background and Security Investigations	Contractor must not allow employees that do not pass background investigation to work on Contract.	Receipt of Monthly Certification and/or Inspection and Observation and/or Audit of Records	$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.3	Background and Security Investigations	Contractor must immediately remove employees from working on Contract that become involved in a criminal matter.	Receipt of Monthly Certification and/or Inspection and Observation and/or Audit of Records	$500 per occurrence

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 7.3, Section 7.3.4	Background and Security Investigations	Contractor must submit background investigation attestation by the 15th calendar day of each month.	Receipt of document	$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.5	Background and Security Investigations	Contractor must not employ personnel that have a criminal conviction record or pending criminal trial for, a felony or misdemeanor.	Receipt of Monthly Certification and/or Inspection and Observation and/or Audit of Records	$500 per occurrence
Contract: Sub-paragraph 7.3, Section 7.3.5	Background and Security Investigations	Contractor must comply with the requirements specified in Section 7.3.5.	Inspection and Observation	$200 per occurrence
Contract: Sub-paragraph 7.4	Confidentiality	Contractor must comply with the requirements specified in all sections of Sub-paragraph 7.4	Inspection and Observation and/or Audit of Records	$500 per occurrence
Contract: Sub-paragraph 8.5	Complaints	Contractor must comply with the requirements specified in all sections of Sub-paragraph 8.5	Inspection, Observation and Receipt of document	$200 per occurrence
Contract: Sub-paragraph 8.6	Compliance with Applicable Law	Contractor must comply with the requirements specified in all sections of Sub-paragraph 8.6	Inspection, Observation and Receipt of document	$500 per occurrence
Contract: Sub-paragraph 8.8	Compliance with the County's Jury Service Program	Contractor must comply with the requirements specified Sub-paragraph 8.8	Inspection, Observation and Receipt of document	$500 per occurrence
Contract: Sub-paragraph 8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	Contractor must comply with the requirements specified Sub-paragraph 8.14	Inspection, Observation and Receipt of document	$500 per occurrence
Contract: Sub-paragraph 8.16	Damage to County Facilities, Buildings or Grounds	Contractor must comply with the requirements specified Sub-paragraph 8.16	Inspection and Observation	$500 per occurrence

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 8.24	General Provisions For All Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.25	Insurance Coverage	Compliance with Contract Insurance Requirements	Receipt of document	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.28	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements specified in Sub-Section 8.28	Inspection of files	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.35	Performance Security	Contractor must comply with the requirements specified in Sub-paragraph 8.35	Receipt of document	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.39	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.39	Inspection of files	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.41	Subcontracting	Contractor must comply with the requirements specified in Sub-paragraph 8.41	Inspection of files	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.52	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	Contractor must maintain compliance with program during the entire term of the Contract	Inspection of files and/or notification from other sources i.e., County Dept.	$500 per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 9.1	California's Online Privacy Protection Act	Contractor must maintain compliance with Act during the entire term of the Contract	Inspection and Observation	$500 per occurrence, per employee.
Contract: Sub-paragraph 9.2	Children's Online Privacy Protection Act	Contractor must maintain compliance with Act during the entire term of the Contract	Inspection and Observation	$500 per occurrence, per employee.

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Section 4.0	Quality Control	Contractor must comply with the specified requirements specified in Section 4.0	Inspection, Observation and Receipt of document	$200 per occurrence
SOW: Sub-section 5.1	Quality Assurance Plan - Meetings	Contractor attendance at all required County meetings.	Inspection and Observation	$200 per occurrence
SOW: Sub-Section 6.3	Contractor – Contractor Project Manager	Provide a Contractor Project Manager accessible all hours 365 days/year.	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.4	Contractor – Personnel	Contractor must comply with the requirements specified in Sub-section 6.4	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.5	Contractor – Qualified Personnel	Contractor must comply with the requirements specified in Sub-section 6.5	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.6	Contractor – Equipment and Materials	Contractor must comply with the requirements specified in Sub-section 6.6	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.8	Contractor – Training and Testing	Contractor must comply with the requirements specified in Sub-section 6.8	Inspection and Observation	$500 per occurrence
SOW: Sub-Section 6.9	Contractor – Contractor's Office	Contractor must comply with the requirements specified in Sub-section 6.9	Inspection and Observation	$200 per occurrence
SOW: Section 7.0	Hours/Days of Service	Contractor must comply with the requirements specified in Section 7.0	Inspection and Observation	$500 per day
SOW: Section 9.0, Sub-section 9.2	Unanticipated Work	Contractor must get approval in accordance with Sub-section 9.2 prior to performing work.	Inspection and Observation	$500 per occurrence

COUNTY OF LOS ANGELES PUBLIC LIBRARY
ONLINE TUTORING SERVICES
PERFORMANCE REQUIREMENTS SUMMARY

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Section 9.0, Sub-section 9.5	Unanticipated Work	Contractor must not exceed max sessions without approval and must provide notice upon reaching 70,000 sessions.	Receipt of Notification	$500 per occurrence
SOW: Section 10.0	Education Requirements	Contractor employees must meet requirements of Section 10.0	Inspection and Observation and/or Audit of Records	$500 per occurrence
SOW: Section 11.0	Required Subject Areas	Contractor employees must meet the requirements of Section 11.0	Inspection and/or Audit of Records	$500 per occurrence
SOW: Section 12.0	Job Description	Contractor employees must meet requirements of Section 12.0	Inspection and Observation and/or	$500 per occurrence
SOW: Section 13.0	Reporting	Contractor must provide monthly reports as required in Section 13.0	Receipt of Reports	$500 per occurrence
SOW: Section 14.0	Use of County Seal or Letterhead	Contractor must comply with Section14.0	Inspection and Observation	$500 per occurrence

This chart covers deductions/fees for contract non-compliance. Sections of the contract may contain deductions for specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

PRICING SCHEDULE

The price indicated on this schedule shall be inclusive of all cost associated with providing the required maximum number of online sessions (75,000) on the hours/days as prescribed under the Contract.

MAXIMUM SESSIONS PER CONTRACT YEAR	PRICE
75,000	$ 450,000.00

ADDITIONAL SESSIONS	PRICE
EACH ADDITIONAL 15,000 SESSIONS	$ 90,000.00

FLAT REDUCTION RATE

Flat per session rate to be deducted from Annual fee when reducing services. $ 6.00

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

CONTRACTOR'S PROPOSED SCHEDULE

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and equipment necessary for online tutoring services for the County of Los Angeles Public Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services for the County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

MONTHLY FEE FOR EACH OF THE TWELVE (12) MONTHS PER CONTRACT YEAR (same amount for each month)

$ **37,500** per month
(use figures)

Thirty-seven thousand five hundred dollars
(write out figure in full)

ANNUAL FEE FOR EACH OF THE THREE (3) CONTRACT YEARS (same amount for each year)

$ **450,000** per year
(use figures)

Four hundred fifty thousand dollars
(write out figure in full)

ADDITIONAL SERVICES: The Annual Fee indicated above covers a maximum of 75,000 online sessions. Please provide your price for sessions above that in increments of 15,000 AND/OR on a per session basis. Prices for other services offered by your company that are not included in the annual fee may also be provided here. Prices indicated herein are firm and fixed for the term of the contract to include option years and month-to-month extensions.

SESSION PRICE BY RANGE

Each Additional 15,000	**$ 90,000.00**
Each Additional Single Session	**$ 6.00**

ADDITIONAL SERVICES NOT INCLUDED IN ANNUAL FEE

SERVICE	HOURS/DAYS	COST
		$_____ per _____
		$_____ per _____

FLAT REDUCTION RATE

Flat per session rate to be deducted from Annual fee when reducing services. **$ 6.00**

Respectfully submitted,

TUTOR.COM, INC.
Firm or Corporate Name

By: KEVIN DONALDS
Print Name/Title

Signature

NEW YORK, NY
City and State

Date: 5-6-2013

Address: 9 E 40th ST, FL 2

Phone: (212) 528-3101

List name(s) of all joint ventures', partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)

PROPOSER'S EEO CERTIFICATION

Tutor.com, Inc.
Company Name

9 East 40th Street, 2nd Floor, New York, NY 10016
Address

04-3441166
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Signature

3-18-2013
Date

Kevin Donalds, Chief Financial Officer & SVP, Operations
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Elsa Munoz

Title: Head, Support Services

Address: 7400 E. Imperial Highway, Room 221

Downey, CA 90242

Telephone: (562) 940 - 8451 Facsimile: (562) 803 - 0330

E-mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Gilbert A. Garcia

Title: Contract Services Coordinator

Address: 7400 E. Imperial Highway, Room 206

Downey, CA 90242

Telephone: (562) 940 - 8485 Facsimile: (562) 803 - 0016

E-mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Address: 7400 E. Imperial Highway, Room 206

Downey, CA 90242

Telephone: (562) 940 - 8485 Facsimile: (562) 803 - 0016

Contract Analyst

Carolyn Donaldson	(562) 940-8580	cdonaldson@library.lacounty.gov
Leticia Isunza	(562) 940-6918	lisunza@library.lacounty.gov
Marcia Lucero	(562) 940-6919	mlucero@library.lacounty.gov
Maria Vadai	(562) 940-8423	mvadai@library.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Tutor.com

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Susan Del Rosario
Title: Director, Library Programs
Address: 9 E. 40th St, FL 2
New York, NY 10016
Telephone: 920-327-2859
Facsimile: 646-532-4461
E-Mail Address: SDELROSARIO@TUTOR.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Kevin Donalds
Title: SVP, Operations and CFO
Address: 9 E. 40th St, FL 2
New York, NY 10016
Telephone: 646-619-8248
Facsimile: 646-607-1027
E-Mail Address: KDONALDS@TUTOR.COM

Name: Sandi White
Title: General Manager, Institutional Programs
Address: 9 E. 40th St., FL 2
New York, NY 10016
Telephone: 530-210-1281
Facsimile: ~~646-532-4446~~ 646-532-4458
E-Mail Address: SWHITE@TUTOR.COM

Notices to Contractor shall be sent to the following:

Name: Kevin Donalds
Title: SVP, Operations and CFO
Address: 9 E. 40th FL 2
New York, NY 10016
Telephone: 646-619-8248
Facsimile: 646-607-1027
E-Mail Address: KDONALDS@TUTOR.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME TUTOR. COM, INC. 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 and Confidentiality 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: 5 / 6 / 2013

PRINTED NAME: KEVIN DONALDS

POSITION: CFO

EXHIBIT H

JURY SERVICE ORDINANCE

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, 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 proposer is excepted from the Program.

Company Name: Tutor.com		
Company Address: 9 East 40th Street, 2nd Floor		
City: New York	State: NY	Zip Code: 10016
Telephone Number: (646) 619-8248		
Solicitation For _____ Services: Online Tutoring		

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 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: Kevin Donalds	Title: Chief Financial Officer & SVP, Operations
Signature:	Date: 3-18-2013

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

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

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

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

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

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

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

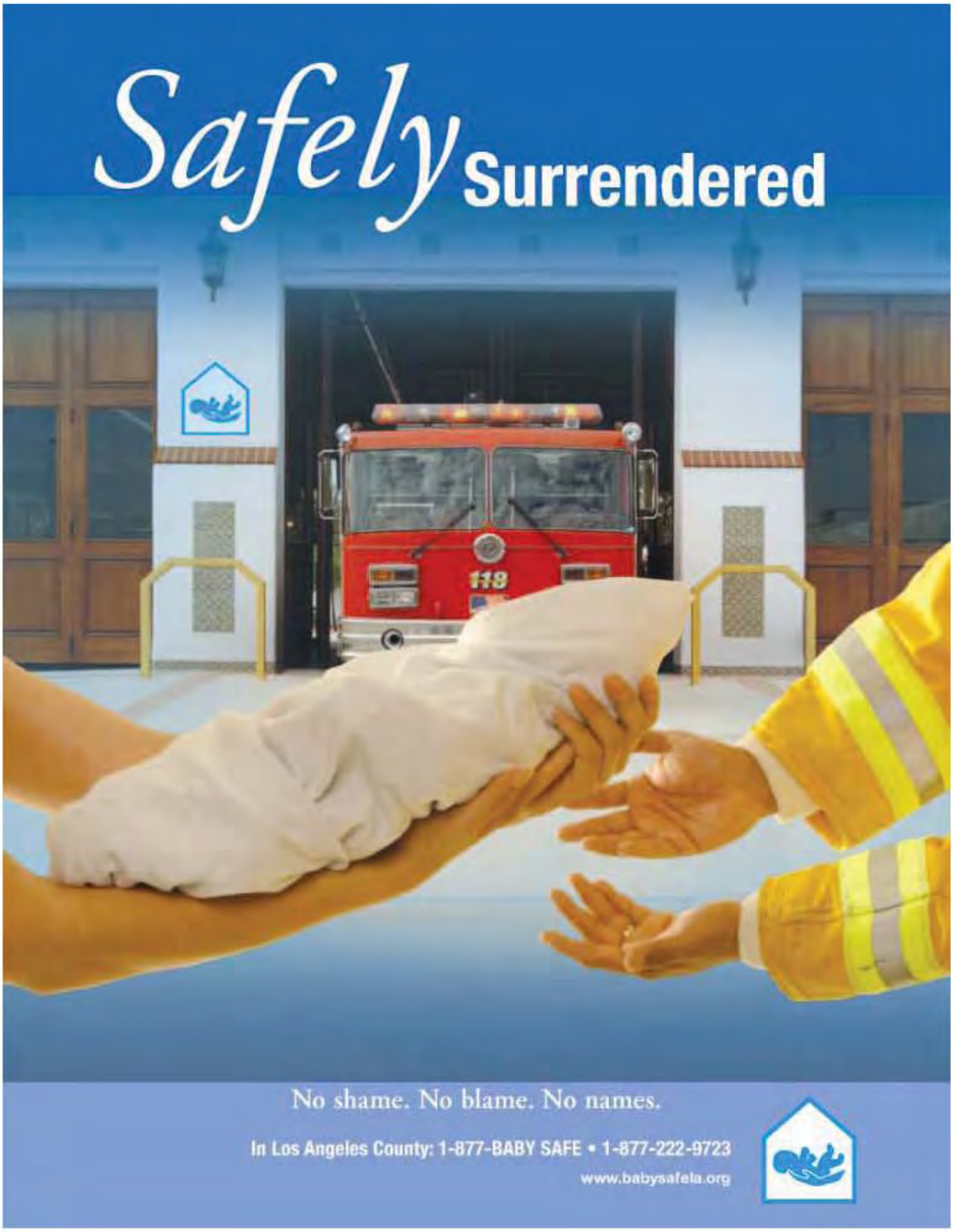
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

2.203.090. Severability.

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

EXHIBIT I

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

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
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Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
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Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

EXHIBIT J

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Tutor.com, Inc.		
Company Address: 9 East 40th Street, 2nd Floor		
City: New York	State: NY	Zip Code: 10016
Telephone Number: (646) 619-8248	Email address: kdonalds@tutor.com	
Solicitation/Contract For Online Tutoring Services		

The Proposer/Bidder/Contractor certifies that:

☑ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

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: Kevin Donalds	Title: Chief Financial Officer & SVP, Operations
Signature:	Date: 3-20-2013

Date: 3-20-2013

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K

CALIFORNIA ONLINE PRIVACY PROTECTION ACT
(Business and Professions Code Section 22575 – 22579)

CERTIFICATION OF COMPLIANCE WITH CALIFORNIA'S ONLINE PRIVACY PROTECTION ACT

Company Name: Tutor.com, Inc.		
Company Address: 9 East 40th Street, 2nd Floor		
City: New York	State: NY	Zip Code: 10016
Telephone Number: (646) 619-8248	Email address: kdonalds@tutor.com	
Solicitation/Contract For Online Tutoring Services		

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of California's Online Privacy Protection Act as codified in Sections 22575 through 22579 of California Code; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is in compliance with the Act; **AND**

The Proposer/Bidder/Contractor agrees to comply with California's Online Privacy Protection Act during the term of the awarded 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: Kevin Donalds	Title: Chief Financial Officer & SVP, Operations
Signature:	Date: 3-20-2013

Date: 3-20-2013

BUSINESS AND PROFESSIONS CODE SECTION 22575-22579

22575. (a) An operator of a commercial Web site or online service that collects personally identifiable information through the Internet about individual consumers residing in California who use or visit its commercial Web site or online service shall conspicuously post its privacy policy on its Web site, or in the case of an operator of an online service, make that policy available in accordance with paragraph (5) of subdivision (b) of Section 22577. An operator shall be in violation of this subdivision only if the operator fails to post its policy within 30 days after being notified of noncompliance. (b) The privacy policy required by subdivision (a) shall do all of the following:

(1) Identify the categories of personally identifiable information that the operator collects through the Web site or online service about individual consumers who use or visit its commercial Web site or online service and the categories of third-party persons or entities with whom the operator may share that personally identifiable information.

(2) If the operator maintains a process for an individual consumer who uses or visits its commercial Web site or online service to review and request changes to any of his or her personally identifiable information that is collected through the Web site or online service, provide a description of that process.

(3) Describe the process by which the operator notifies consumers who use or visit its commercial Web site or online service of material changes to the operator's privacy policy for that Web site or online service.

(4) Identify its effective date.

22576. An operator of a commercial Web site or online service that collects personally identifiable information through the Web site or online service from individual consumers who use or visit the commercial Web site or online service and who reside in California shall be in violation of this section if the operator fails to comply with the provisions of Section 22575 or with the provisions of its posted privacy policy in either of the following ways:

(a) Knowingly and willfully.

(b) Negligently and materially.

22577. For the purposes of this chapter, the following definitions apply:

(a) The term "personally identifiable information" means individually identifiable information about an individual consumer collected online by the operator from that individual and maintained by the operator in an accessible form, including any of the following:

(1) A first and last name.

(2) A home or other physical address, including street name and name of a city or town.

(3) An e-mail address.

(4) A telephone number.

(5) A social security number.

(6) Any other identifier that permits the physical or online contacting of a specific individual.

(7) Information concerning a user that the Web site or online service collects online from the user and maintains in personally identifiable form in combination with an identifier described in this subdivision.

(b) The term "conspicuously post" with respect to a privacy policy shall include posting the privacy policy through any of the following:

(1) A Web page on which the actual privacy policy is posted if the Web page is the homepage or first significant page after entering the Web site.

(2) An icon that hyperlinks to a Web page on which the actual privacy policy is posted, if the icon is located on the homepage or the first significant page after entering the Web site, and if the icon contains the word "privacy." The icon shall also use a color that contrasts with the background color of the Web page or is otherwise distinguishable.

(3) A text link that hyperlinks to a Web page on which the actual privacy policy is posted, if the text link is located on the homepage or first significant page after entering the Web site, and if the text link does one of the following:

(A) Includes the word "privacy."

(B) Is written in capital letters equal to or greater in size than the surrounding text.

(C) Is written in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks that call attention to the language.

(4) Any other functional hyperlink that is so displayed that a reasonable person would notice it.

(5) In the case of an online service, any other reasonably accessible means of making the privacy policy available for consumers of the online service.

(c) The term "operator" means any person or entity that owns a Web site located on the Internet or an online service that collects and maintains personally identifiable information from a consumer residing in California who uses or visits the Web site or online service if the Web site or online service is operated for commercial purposes. It does not include any third party that operates, hosts, or manages, but does not own, a Web site or online service on the owner's behalf or by processing information on behalf of the owner.

(d) The term "consumer" means any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes.

22578. It is the intent of the Legislature that this chapter is a matter of statewide concern. This chapter supersedes and preempts all rules, regulations, codes, ordinances, and other laws adopted by a city, county, city and county, municipality, or local agency regarding the posting of a privacy policy on an Internet Web site.

22579. This chapter shall become operative on July 1, 2004.

EXHIBIT L

CHILDREN'S ONLINE PRIVACY PROTECTION ACT

CERTIFICATION OF COMPLIANCE WITH THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT

Company Name: Tutor.com, Inc.		
Company Address: 9 East 40th Street, 2nd Floor		
City: New York	State: NY	Zip Code: 10016
Telephone Number: (646) 619-8248	Email address: kdonalds@tutor.com	
Solicitation/Contract For _____ Services		

The Proposer/Bidder/Contractor certifies that:

It is familiar with the provisions of the United States Federal Trade Commission's (FTC) Title XIII - Children's Online Privacy Protection Act; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is in compliance with the Act; **AND**

The Proposer/Bidder/Contractor agrees to comply with the Children's Online Privacy Protection Act during the term of the awarded 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: Kevin Donalds	Title: Chief Financial Officer & SVP, Operations
Signature:	Date: 3-20-2013

Date: 3-20-2013

TITLE XIII-CHILDREN'S ONLINE PRIVACY PROTECTION

SEC. 1301. SHORT TITLE.
This title may be cited as the "Children's Online Privacy Protection Act of 1998".

SEC. 1302. DEFINITIONS.
In this title:

(1) CHILD.—The term "child" means an individual under the age of 13.

(2) OPERATOR.—The term "operator"—

(A) means any person who operates a website located on the Internet or an online service and who collects or maintains personal information from or about the users of or visitors to such website or online service, or on whose behalf such information is collected or maintained, where such website or online service is operated for commercial purposes, including any person offering products or services for sale through that website or online service, involving commerce—

(i) among the several States or with 1 or more foreign nations;

(ii) in any territory of the United States or in the District of Columbia, or between any such territory and—

(I) another such territory; or

(II) any State or foreign nation; or

(iii) between the District of Columbia and any State, territory, or foreign nation; but

(B) does not include any nonprofit entity that would otherwise be exempt from coverage under section 5 of the Federal Trade Commission Act (15 U.S.C. 45).

(3) COMMISSION.—The term "Commission" means the Federal Trade Commission.

(4) DISCLOSURE.—The term "disclosure" means, with respect to personal information—

(A) the release of personal information collected from a child in identifiable form by an operator for any purpose, except where such information is provided to a person other than the operator who provides support for the internal operations of the website and does not disclose or use that information for any other purpose; and

(B) making personal information collected from a child by a website or online service directed to children or with actual knowledge that such information was collected from a child, publicly available in identifiable form, by any means including by a public posting, through the Internet, or through—

(i) a home page of a website;

(ii) a pen pal service;

(iii) an electronic mail service;

(iv) a message board; or

(v) a chat room.

(5) FEDERAL AGENCY.—The term "Federal agency" means an agency, as that term is defined in section 551(1) of title 5, United States Code.

(6) INTERNET.—The term "Internet" means collectively the myriad of computer and telecommunications facilities, including equipment and operating software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/ Internet Protocol, or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wire or radio.

(7) PARENT.—The term "parent" includes a legal guardian.

(8) PERSONAL INFORMATION.—The term "personal information" means individually identifiable information about an individual collected online, including—

(A) a first and last name;

(B) a home or other physical address including street name and name of a city or town;

(C) an e-mail address;

(D) a telephone number;

(E) a Social Security number;

(F) any other identifier that the Commission determines permits the physical or online contacting of a specific individual; or

(G) information concerning the child or the parents of that child that the website collects online from the child and combines with an identifier described in this paragraph.

(9) VERIFIABLE PARENTAL CONSENT.—The term "verifiable parental consent" means any reasonable effort (taking into consideration available technology), including a request for authorization for future collection, use, and disclosure described in the notice, to ensure that a parent of a child receives notice of the operator's personal information collection, use, and disclosure practices, and authorizes the collection, use, and disclosure, as applicable, of personal information and the subsequent use of that information before that information is collected from that child.

(10) WEBSITE OR ONLINE SERVICE DIRECTED TO CHILDREN.—

(A) IN GENERAL.—The term "website or online service directed to children" means—

(i) a commercial website or online service that is targeted to children; or

(ii) that portion of a commercial website or online service that is targeted to children.

(B) LIMITATION.—A commercial website or online service, or a portion of a commercial website or online service, shall not be deemed directed to children solely for referring or linking to a commercial website or

online service directed to children by using information location tools, including a directory, index, reference, pointer, or hypertext link.

(11) PERSON.—The term "person" means any individual, partnership, corporation, trust, estate, cooperative, association, or other entity.

(12) ONLINE CONTACT INFORMATION.—The term "online contact information" means an e-mail address or an-other substantially similar identifier that permits direct contact with a person online.

SEC. 1303. REGULATION OF UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN CONNECTION WITH THE COLLECTION AND USE OF PERSONAL INFORMATION FROM AND ABOUT CHILDREN ON THE INTERNET.

(a) ACTS PROHIBITED.—

(1) IN GENERAL.—It is unlawful for an operator of a website or online service directed to children, or any operator that has actual knowledge that it is collecting personal information from a child, to collect personal information from a child in a manner that violates the regulations prescribed under subsection (b).

(2) DISCLOSURE TO PARENT PROTECTED.—Notwithstanding paragraph (1), neither an operator of such a website or online service nor the operator's agent shall be held to be liable under any Federal or State law for any disclosure made in good faith and following reasonable procedures in responding to a request for disclosure of per-sonal information under subsection (b)(1)(B)(iii) to the parent of a child.

(b) REGULATIONS.—

(1) IN GENERAL.—Not later than 1 year after the date of the enactment of this Act, the Commission shall promulgate under section 553 of title 5, United States Code, regulations that—

(A) require the operator of any website or online service directed to children that collects personal information from children or the operator of a website or online service that has actual knowledge that it is collecting personal information from a child—

(i) to provide notice on the website of what information is collected from children by the operator, how the operator uses such information, and the operator's disclosure practices for such information; and

(ii) to obtain verifiable parental consent for the collection, use, or disclosure of personal information from children;

(B) require the operator to provide, upon request of a parent under this subparagraph whose child has provided personal information to that website or online service, upon proper identification of that parent, to such par-ent—

(i) a description of the specific types of personal information collected from the child by that operator;

(ii) the opportunity at any time to refuse to permit the operator's further use or maintenance in retrievable form, or future online collection, of personal information from that child; and

(iii) notwithstanding any other provision of law, a means that is reasonable under the circumstances for the parent to obtain any personal information collected from that child;

(C) prohibit conditioning a child's participation in a game, the offering of a prize, or another activity on the child disclosing more personal information than is reasonably necessary to participate in such activity; and

(D) require the operator of such a website or online service to establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of personal information collected from children.

(2) WHEN CONSENT NOT REQUIRED.—The regulations shall provide that verifiable parental consent under paragraph (1)(A)(ii) is not required in the case of—

(A) online contact information collected from a child that is used only to respond directly on a one-time basis to a specific request from the child and is not used to recontact the child and is not maintained in retrievable form by the operator;

(B) a request for the name or online contact information of a parent or child that is used for the sole purpose of obtaining parental consent or providing notice under this section and where such information is not maintained in retrievable form by the operator if parental consent is not obtained after a reasonable time;

(C) online contact information collected from a child that is used only to respond more than once directly to a specific request from the child and is not used to recontact the child beyond the scope of that request—

(i) if, before any additional response after the initial response to the child, the operator uses reasonable efforts to provide a parent notice of the online contact information collected from the child, the purposes for which it is to be used, and an opportunity for the parent to request that the operator make no further use of the information and that it not be maintained in retrievable form; or

(ii) without notice to the parent in such circumstances as the Commission may determine are appropriate, taking into consideration the benefits to the child of access to information and services, and risks to the security and privacy of the child, in regulations promulgated under this subsection;

(D) the name of the child and online contact information (to the extent reasonably necessary to protect the safety of a child participant on the site)—

(i) used only for the purpose of protecting such safety;

(ii) not used to recontact the child or for any other purpose; and

(iii) not disclosed on the site, if the operator uses reasonable efforts to provide a parent notice of the name and online contact information collected from the child, the purposes for which it is to be used, and an opportunity for the parent to request that the operator make no further use of the information and that it not be maintained in retrievable form; or

(E) the collection, use, or dissemination of such information by the operator of such a website or online service necessary—

(i) to protect the security or integrity of its website;

(ii) to take precautions against liability;

(iii) to respond to judicial process; or

(iv) to the extent permitted under other provisions of law, to provide information to law enforcement agencies or for an investigation on a matter related to public safety. 1815

(3) TERMINATION OF SERVICE.—The regulations shall permit the operator of a website or an online service to terminate service provided to a child whose parent has refused, under the regulations prescribed under paragraph (1)(B)(ii), to permit the operator's further use or maintenance in retrievable form, or future online collection, of personal information from that child.

(c) ENFORCEMENT.—Subject to sections 1304 and 1306, a violation of a regulation prescribed under subsection (a) shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under section 18(a)(1)(B) of the Federal Trade Commission Act (15 U.S.C. 57a(a)(1)(B)).

(d) INCONSISTENT STATE LAW.—No State or local government may impose any liability for commercial activities or actions by operators in interstate or foreign commerce in connection with an activity or action described in this title that is inconsistent with the treatment of those activities or actions under this section.

SEC. 1304. SAFE HARBORS.
(a) GUIDELINES.—An operator may satisfy the requirements of regulations issued under section 1303(b) by following a set of self-regulatory guidelines, issued by representatives of the marketing or online industries, or by other persons, approved under subsection (b).

(b) INCENTIVES.—

(1) SELF-REGULATORY INCENTIVES.—In prescribing regulations under section 1303, the Commission shall provide incentives for self-regulation by operators to implement the protections afforded children under the regulatory requirements described in subsection (b) of that section.

(2) DEEMED COMPLIANCE.—Such incentives shall include provisions for ensuring that a person will be deemed to be in compliance with the requirements of the regulations under section 1303 if that person complies with guidelines that, after notice and comment, are approved by the Commission upon making a determination that the guidelines meet the requirements of the regulations issued under section 1303.

(3) EXPEDITED RESPONSE TO REQUESTS.—The Commission shall act upon requests for safe harbor treatment within 180 days of the filing of the request, and shall set forth in writing its conclusions with regard to such requests.

(c) APPEALS.—Final action by the Commission on a request for approval of guidelines, or the failure to act within 180 days on a request for approval of guidelines, submitted under subsection (b) may be appealed to a district court of the United States of appropriate jurisdiction as provided for in section 706 of title 5, United States Code.

SEC. 1305. ACTIONS BY STATES.
(a) IN GENERAL.—

(1) CIVIL ACTIONS.—In any case in which the attorney general of a State has reason to believe that an interest of the residents of that State has been or is threatened or adversely affected by the engagement of any person in a practice that violates any regulation of the Commission prescribed under section 1303(b), the State, as parens patriae, may bring a civil action on behalf of the residents of the State in a district court of the United States of appropriate jurisdiction to—

(A) enjoin that practice;

(B) enforce compliance with the regulation;

(C) obtain damage, restitution, or other compensation on behalf of residents of the State; or

(D) obtain such other relief as the court may consider to be appropriate.

(2) NOTICE.—

(A) IN GENERAL.—Before filing an action under paragraph (1), the attorney general of the State involved shall provide to the Commission—

(i) written notice of that action; and

(ii) a copy of the complaint for that action.

(B) EXEMPTION.—

(i) IN GENERAL.—Subparagraph (A) shall not apply with respect to the filing of an action by an attorney general of a State under this subsection, if the attorney general determines that it is not feasible to provide the notice described in that subparagraph before the filing of the action.

(ii) NOTIFICATION.—In an action described in clause (i), the attorney general of a State shall provide notice and a copy of the complaint to the Commission at the same time as the attorney general files the action.

(b) INTERVENTION.—

(1) IN GENERAL.—On receiving notice under subsection (a)(2), the Commission shall have the right to intervene in the action that is the subject of the notice.

(2) EFFECT OF INTERVENTION.—If the Commission intervenes in an action under subsection (a), it shall have the right—

(A) to be heard with respect to any matter that arises in that action; and

(B) to file a petition for appeal.

(3) AMICUS CURIAE.—Upon application to the court, a person whose self-regulatory guidelines have been approved by the Commission and are relied upon as a defense by any defendant to a proceeding under this section may file amicus curiae in that proceeding.

(c) CONSTRUCTION.—For purposes of bringing any civil action under subsection (a), nothing in this title shall be construed to prevent an attorney general of a State from exercising the powers conferred on the attorney general by the laws of that State to—

(1) conduct investigations;

(2) administer oaths or affirmations; or

(3) compel the attendance of witnesses or the production of documentary and other evidence.

(d) ACTIONS BY THE COMMISSION.—In any case in which an action is instituted by or on behalf of the Commission for violation of any regulation prescribed under section 1303, no State may, during the pendency of that action, institute an action under subsection (a) against any defendant named in the complaint in that action for violation of that regulation.

(e) VENUE; SERVICE OF PROCESS.—

(1) VENUE.—Any action brought under subsection (a) may be brought in the district court of the United States that meets applicable requirements relating to venue under section 1391 of title 28, United States Code.

(2) SERVICE OF PROCESS.—In an action brought under subsection (a), process may be served in any district in which the defendant—

(A) is an inhabitant; or

(B) may be found.

SEC. 1306. ADMINISTRATION AND APPLICABILITY OF ACT.
(a) IN GENERAL.—Except as otherwise provided, this title shall be enforced by the Commission under the Federal Trade Commission Act (15 U.S.C. 41 et seq.).

(b) PROVISIONS.—Compliance with the requirements imposed under this title shall be enforced under—
(1) section 8 of the Federal Deposit Insurance Act (12 U.S.C. 1818), in the case of—

(A) national banks, and Federal branches and Federal agencies of foreign banks, by the Office of the Comptroller of the Currency;

(B) member banks of the Federal Reserve System (other than national banks), branches and agencies of foreign banks (other than Federal branches, Federal agencies, and insured State branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25(a) of the Federal Reserve Act (12 U.S.C. 601 et seq. and 611 et seq.), by the Board; and

(C) banks insured by the Federal Deposit Insurance Corporation (other than members of the Federal Reserve System) and insured State branches of foreign banks, by the Board of Direc- tors of the Federal Deposit Insurance Corporation;

(2) section 8 of the Federal Deposit Insurance Act (12 U.S.C. 1818), by the Director of the Office of Thrift Supervision, in the case of a savings association the deposits of which are insured by the Federal Deposit Insurance Corporation;

(3) the Federal Credit Union Act (12 U.S.C. 1751 et seq.) by the National Credit Union Administration Board with respect to any Federal credit union;

(4) part A of subtitle VII of title 49, United States Code, by the Secretary of Transportation with respect to any air carrier or foreign air carrier subject to that part;

(5) the Packers and Stockyards Act, 1921 (7 U.S.C. 181 et seq.) (except as provided in section 406 of that Act (7 U.S.C. 226, 227)), by the Secretary of Agriculture with respect to any activities subject to that Act; and

(6) the Farm Credit Act of 1971 (12 U.S.C. 2001 et seq.) by the Farm Credit Administration with respect to any Federal land bank, Federal land bank association, Federal intermediate credit bank, or production credit association.

(c) EXERCISE OF CERTAIN POWERS.—For the purpose of the exercise by any agency referred to in subsection (a) of its powers under any Act referred to in that subsection, a violation of any requirement imposed under this title shall be deemed to be a violation of a requirement imposed under that Act. In addition to its powers under any provision of law specifically referred to in subsection (a), each of the agencies referred to in that subsection may exercise, for the purpose of enforcing compliance with any requirement imposed under this title, any other authority conferred on it by law.

(d) ACTIONS BY THE COMMISSION.—The Commission shall prevent any person from violating a rule of the Commission under section 1303 in the same manner, by the same means, and with the same jurisdiction, powers, and duties as though all applicable terms and provisions of the Federal Trade Commission Act (15 U.S.C. 41 et seq.) were incorporated into and made a part of this title. Any entity that violates such rule shall be subject to the penalties and entitled to the privileges and immunities provided in the Federal Trade Commission Act in the same manner, by the same means, and with the same jurisdiction, power, and duties as though all applicable terms and provisions of the Federal Trade Commission Act were incorporated into and made a part of this title.

(e) EFFECT ON OTHER LAWS.—Nothing contained in the Act shall be construed to limit the authority of the Commission under any other provisions of law.

SEC. 1307. REVIEW.
Not later than 5 years after the effective date of the regulations initially issued under section 1303, the Commission shall—

(1) review the implementation of this title, including the effect of the implementation of this title on practices relating to the collection and disclosure of information relating to children, children's ability to obtain access to information of their choice online, and on the availability of websites directed to children; and

(2) prepare and submit to Congress a report on the results of the review under paragraph (1).

SEC. 1308. EFFECTIVE DATE. Sections 1303(a), 1305, and 1306 of this title take effect on the later of—
(1) the date that is 18 months after the date of enactment of this Act; or

(2) the date on which the Commission rules on the first application filed for safe harbor treatment under section 1304 if the Commission does not rule on the first such application within one year after the date of enactment of this Act, but in no case later than the date that is 30 months after the date of enactment of this Act.

EXHIBIT M

ATTESTATION FORM FOR CONTRACTOR EMPLOYEE BACKGROUND INVESTIGATIONS

EXHIBIT M

ATTESTATION FORM FOR CONTRACTOR EMPLOYEE BACKGROUND INVESTIGATIONS

CONTRACT: ONLINE TUTORING SERVICES **CONTRACT NO:_____**

I, _____, _____
Owner or Authorized Office r Title

Confirm that:

_____ (Contractor) adheres to the Background and Security Investigations requirements of the above written Contract. The Contractor understands that all Contractor employees performing services under the Contract shall undergo and pass a background investigation as a condition of beginning and continuing employment under the Contract. The Contractor further understands that no contractor employee working under the Contract shall have a criminal conviction record or pending criminal trial for a misdemeanor or felony offense, unless such record has been disclosed and employment of the employee is approved in writing by the County.

And hereby attest that *(check all that apply):*

FOR REPORTING PERIOD: _____
MONTH / YEAR

☐ All contractor employees working under the Contract passed a background investigation prior to working under the Contract.

☐ All contractor employees working under the Contract will undergo and must pass a background investigation a minimum of every 6 months as a condition of continuing to work under the Contract.

☐ No contractor employee working under the Contract has a criminal conviction record or pending criminal trial for a misdemeanor or felony.

☐ Contractor has obtained approval in writing from the County to employ contractor employees who have a criminal record or pending criminal trial for a misdemeanor or felony offense.

ATTESTATION		
I have reviewed this form and as the owner or authorized officer of the company, I sign under penalty of perjury that this form is complete and correct.		
_____	_____	_____
Signature	Print Name	Date