WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service""

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 10, 2014

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:

APPROVAL OF SOLE SOURCE AGREEMENT WITH THE LOS ANGELES COUNTY BAR ASSOCIATION FOR COUNTY-WIDE ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM SERVICES
ALL DISTRICTS
(3 VOTES)

SUBJECT

The Chief Executive Officer is recommending approval of a sole source Agreement for County-wide Adult Indigent Criminal Defense Appointments Program Services with the Los Angeles County Bar Association for a period of five years, with an option to extend the Agreement for an additional two one-year periods, to allow indigent defendants to continue receiving quality representation.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached sole source Agreement for Adult Indigent Criminal Defense Appointments Program Services with the Los Angeles County Bar Association, commencing July 1, 2014, or upon the date of approval by the Board, whichever is later, and terminating on June 30, 2019, with two one-year renewal option periods for the continued administration and coordination of a cost-effective program for criminal defense services for clients when the Public Defender and Alternate Public Defender are unable to provide representation due to a legal conflict of interest or other lawful unavailability.

2. Approve the hourly rates for the panel attorneys in the Adult Indigent Criminal Defense Appointments Program for an one-time compensation rate increase of six percent, which is equivalent to and based upon Los Angeles County employees' Cost of Living Adjustments and will result in the following rates for Indigent Criminal Defense Appointments Panel Attorneys.

Type of Case	Rate Effective 7/1/2014
Misdemeanors	$74/hour
Grade 1 cases	$80/hour
Grade 2 cases	$86/hour
Grade 3 Cases	$93/hour
Grade 4 Cases	$106/hour

3. Approve the annual administrative fee for the Los Angeles County Bar Association to administer the Adult Indigent Criminal Defense Appointments Program in the amount of $750,000 for year one of the term of the Agreement from July 1, 2014 through June 30, 2015.

4. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Agreement to increase the annual administrative fee for year two through year five of the term of the Agreement based upon an annual three percent increase in administrative salaries and employee benefits approved by the County for the prior year and a one and a half percent increase in administrative services and supplies related to the Adult Indigent Criminal Defense Appointments Program approved by the County for the prior year, Provided that the total increase in the annual administrative fee does not exceed $20,000, upon approval as to form by County Counsel.

5. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Agreement that exercise the two one-year renewal option periods of the Agreement and to increase the annual administration fee during the renewal option period, provided that any such increase in the annual administrative fee does not increase by more than ten percent from the annual administrative fee approved by the County for the prior year, upon approval as to form by County Counsel.

6. Authorize the Chief Executive Officer, or designee, to approve Cost of Living Adjustments authorized under the Agreement for the contract term for the panel attorneys in the Adult Indigent Criminal Defense Appointments Program, upon approval as to form by County Counsel.

7. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Agreement for: 1) non-material changes; 2) modifications related to assignments of the Agreement pursuant to Sub-paragraph 8.2 of the Agreement; 3) additions and/or changes to certain County standard terms and conditions as required by the Board of Supervisors or its designee; 4) the addition of attorney services not currently contemplated in the Agreement at the applicable rates set forth in the Adult Indigent Criminal Defense Appointment Program hourly compensation rates of the Agreement; and 5) any additional work within the scope of services or to accommodate any unanticipated increase in caseloads, provided that sufficient funding is available and such additional work or increase in caseloads does not increase the Maximum Contract Sum by more than ten percent for the term of the Agreement, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide adult indigent defense services for the County of Los Angeles (County) and to replace the existing contract with the Los Angeles County Bar Association (LACBA), which is set to expire on June 30, 2014. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, Assembly Bill (AB) 233, the County is responsible for indigent defense costs. Indigent defendants are entitled to have defense counsel appointed to represent them in criminal cases. County-wide adult indigent criminal defense services include the administration of a

panel of qualified attorneys referred to as the Indigent Criminal Defense Appointments (ICDA) Program. The ICDA Program provides complete legal representation of indigent criminal defendants through the trial level for adults eligible for representation by the Public Defender (PD) and Alternative Public Defender (APD) when the PD and APD are unable to provide representation due to a legal conflict of interest or other lawful unavailability.

The recommended actions are a result of a non-competitive bid proposal process and the sole source Agreement has been negotiated by the Chief Executive Office (CEO) and LACBA. County Counsel has reviewed the Agreement and has approved as to form. The recommended Agreement will commence July 1, 2014, or on the date of approval by the Board, whichever is later, and will terminate on June 30, 2019, with two one-year renewal options (Attachment I).

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal 1 - Operational Effectiveness; allowing continued criminal defense services for those adult indigent defendants that cannot be represented by the PD or ADP due to a legal conflict of interest or other lawful unavailability, and Goal 2 - Fiscal Responsibility; providing the County a structure where adult indigent defense costs can be reasonably predicted and contained while providing for an ICDA Program administration fee and hourly rates for panel attorneys at fair compensation rates that are consistent with the funding level or which will be included in the Fiscal Year (FY) 2014-15 Trial Court Operations Budget.

FISCAL IMPACT/FINANCING

Funding for the ICDA Program is within the Trial Court Operating Budget. Under the Lockyer-Isenberg Trial Court Funding Act of 1997, the County is responsible for criminal indigent defense costs.

The total estimated amount to be spent on panel attorneys in the ICDA Program in FY 2013-14 is $25.9 million and $600,000 for the LACBA administrative fee for a total amount of $26.5 million for the ICDA Program services. In FY 2014-15, the panel attorneys' estimated annual cost will be $27.5 million and a $750,000 Administration Fee for a total estimated annual amount of $28.3 million effective July 1, 2014 through June 30, 2015.

The estimated net County cost increase in FY 2014-15 is $1.8 million and is currently not included in the Trial Court Operations Budget; however, funding will be requested during the FY 2014-15 Budget process. Any additional funding needed as a result of this Agreement will be requested on an as-needed basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is financially responsible for indigent defense costs, as required under AB 233 (Chapter 850, Statutes of 1997). Statutorily, the Superior Court (Court) is required to provide counsel if a defendant is unable to employ counsel in criminal, family law, probate, mental, and juvenile delinquency cases. The County has continuously contracted for adult indigent criminal defense services since 1994. The CEO currently contracts for these services under a contract with LACBA, which was approved by the Board on November 10, 1998. This existing contract is scheduled to expire on June 30, 2014. The recommended Agreement will provide continued adult indigent criminal defenses services for third-tier conflict cases.

The Court appoints the County's ICDA Program to provide representation for those adult defendants that cannot be represented by the PD or APD due to a legal conflict of interest or other lawful unavailability, and the ICDA Qualifications Committee selects and assigns cases to panel attorneys in the ICDA Program. Pursuant to the Agreement, LACBA shall be responsible for administering a panel of qualified attorneys proficient in the defense of adult indigent criminal defendants.

The Chief Executive Officer, or designee, seeks delegated authority to, among other things, increase by no more than ten percent, provided that sufficient funding is available, the Maximum Contract Sum for the term of the Agreement, if necessary, due to the need for additional work within the scope of services or to accommodate any unanticipated increase in caseloads.

The Agreement includes all required Board contract provisions and has been approved as to form by County Counsel.

CONTRACTING PROCESS

On November 10, 1998, the Board approved a multi-year contract with LACBA for the administration of the ICDA Program. LACBA has been successfully administering the ICDA Program for over 15 years under the existing contract. The current contract with LACBA expires on June 30, 2014.

The Agreement is a sole source contract with LACBA. As required under Board Policy 5.100, the Board was notified on December 12, 2013, of the CEO's intent to enter into sole source negotiations with LACBA for the provision of County-wide Adult ICDA Program Services. The Agreement with LACBA complies with the criteria for sole source contracts. The required sole source checklist is attached and has been approved by the CEO (Attachment II).

The Agreement includes a Cost of Living Adjustment (COLA) provision in accordance with Board Policy 5.070. The COLA language in the Agreement allows for an increase at the sole discretion of the County during the term of the Agreement for the hourly rates of the panel attorneys in the Adult ICDA Program.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will fulfill the County's obligation under AB 233 (Chapter 850, Statutes of 1997) to provide legal representation to adult indigent criminal defendants when the PD and APD are unable to provide representation because of a legal conflict of interest or other lawful unavailability.

CONCLUSION

Authorize the Executive Office of the Board to return three adopted copies of this Board letter and three executed copies of the Agreement for the Adult ICDA Program County-wide indigent criminal defense services to the CEO, Public Safety Cluster, attention Veronica Ivory-Cox.

Respectfully submitted,

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:GAM:SW
VC:llm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Alternate Public Defender
Auditor-Controller
Public Defender
Superior Court

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES COUNTY BAR ASSOCIATION

FOR

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES

CONTRACT NO.: _____

CONTRACT
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**3**
3.0	**WORK**	**6**
4.0	**TERM OF CONTRACT**	**6**
5.0	**CONTRACT SUM**	**7**
6.0	**ADMINISTRATION OF CONTRACT- COUNTY**	**11**
6.1	COUNTY'S PROGRAM DIRECTOR	11
6.2	COUNTY'S PROGRAM MANAGER	11
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**12**
7.1	CONTRACTOR'S PROJECT MANAGER	12
7.2	APPROVAL OF CONTRACTOR'S STAFF	12
7.3	CONTRACTOR'S STAFF IDENTIFICATION	12
7.4	BACKGROUND AND SECURITY INVESTIGATIONS	12
7.5	CONFIDENTIALITY	13
8.0	**STANDARD TERMS AND CONDITIONS**	**14**
8.1	AMENDMENTS	14
8.2	ASSIGNMENT AND DELEGATION	15
8.3	AUTHORIZATION WARRANTY	16
8.4	BUDGET REDUCTIONS	16
8.5	COMPLAINTS	17
8.6	COMPLIANCE WITH APPLICABLE LAW	17
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	18
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	19
8.9	CONFLICT OF INTEREST	20
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	21
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	22

CONTRACT
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	24
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	25
8.15	COUNTY'S QUALITY ASSURANCE PLAN	25
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	26
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	26
8.18	FACSIMILE REPRESENTATIONS	26
8.19	FAIR LABOR STANDARDS	27
8.20	FORCE MAJEURE	27
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	28
8.22	INDEPENDENT CONTRACTOR STATUS	28
8.23	INDEMNIFICATION	29
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	29
8.25	INSURANCE COVERAGE	33
8.26	LIQUIDATED DAMAGES	35
8.27	MOST FAVORED PUBLIC ENTITY	36
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	36
8.29	NON EXCLUSIVITY	38
8.30	NOTICE OF DELAYS	38
8.31	NOTICE OF DISPUTES	38
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	38
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	38
8.34	NOTICES	39
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	39
8.36	PUBLIC RECORDS ACT	39
8.37	PUBLICITY	40

CONTRACT
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	40
8.39	RECYCLED BOND PAPER	42
8.40	SUBCONTRACTING	43
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	43
8.42	TERMINATION FOR CONVENIENCE	43
8.43	TERMINATION FOR DEFAULT	44
8.44	TERMINATION FOR IMPROPER CONSIDERATION	46
8.45	TERMINATION FOR INSOLVENCY	46
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	47
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	47
8.48	VALIDITY	47
8.49	WAIVER	47
8.50	WARRANTY AGAINST CONTINGENT FEES	48
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	48
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	48
8.53	TIME OFF FOR VOTING	49
9.0	**UNIQUE TERMS AND CONDITIONS**	**49**
9.1	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	49
9.2	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	49
9.3	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION	51
9.4	DATA DESTRUCTION	51
9.5	USE OF COUNTY AND SUPERIOR COURT SEAL AND LOGO	52
SIGNATURES		53

CONTRACT
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT CRIMINAL INDIGENT DEFENSE SERVICES
TABLE OF CONTENTS

EXHIBITS

A STATEMENT OF WORK

TECHNICAL EXHIBITS

A-1 Agreement To Be Bound By Indigent Defense Agreement

A-2 Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation

A-3 Classification of Attorneys

A-4 De Novo Review Procedures

A-5 Indigent Criminal Defense Appointments Program Qualification Committee Evaluation Guidelines

A-6 List of Covered Courts

A-7 Indigent Criminal Defense Appointments Program Billing Guidelines

A-8 Indigent Criminal Defense Appointments Program Hourly Compensation Rates

A-9 Contract Discrepancy Report

A-10 Performance Requirements Summary (PRS) Chart

B PRICING SHEET

C INTENTIONALLY OMITTED

D CONTRACTOR'S 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

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

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LOS ANGELES COUNTY BAR ASSOCIATION

FOR

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM COUNTY-WIDE ADULT INDIGENT CRIMINAL DEFENSE SERVICES

This Contract and Exhibits made and entered into this _____ day of _____, 2014 by and between the County of Los Angeles, hereinafter referred to as "County," and Los Angeles County Bar Association, hereinafter referred to as "Contractor" or "LACBA." Los Angeles County Bar Association is located at 1055 West 7th Street, Suite 2700, Los Angeles, CA 90017.

RECITALS

WHEREAS, the County may contract with private businesses for Adult Indigent Criminal Defense Appointments (ICDA) Program Services County-wide Adult Indigent Criminal Defense Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Adult ICDA Program Services County-wide Adult Indigent Criminal Defense Services; and

WHEREAS, the Contractor administers a panel of criminal defense attorneys referred to as the ICDA Program, and desires to enter this Contract to continue to administer the ICDA Program to economically provide criminal defense services for persons eligible for representation by the County Office of Public Defender (PD) or the County Office of Alternate Public Defender (APD) in cases where both the PD and APD are unable to provide representation due to conflict of interest or other lawful unavailability; and

WHEREAS, the County is authorized under California Penal Code Section 987.2 and California Government Code Section 31000 to enter into this Contract for Adult ICDA Program Services County-wide Adult Indigent Criminal Defense Services; 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, and J 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.

1.1 EXHIBIT A - Statement of Work

TECHNICAL EXHIBITS

A-1 Agreement To Be Bound By Indigent Defense Agreement

A-2 Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation

A-3 Classification of Attorneys

A-4 De Novo Review Procedures

A-5 Indigent Criminal Defense Appointments Program Qualification Committee Evaluation Guidelines

A-6 List of Covered Courts

A-7 Indigent Criminal Defense Appointments Program Billing Guidelines

A-8 Indigent Criminal Defense Appointments Program Hourly Compensation Rates

A-9 Contract Discrepancy Report

A-10 Performance Requirements Summary (PRS) Chart

1.2 EXHIBIT B - Pricing Sheet

1.3 EXHIBIT C - Intentionally Omitted

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

1.9 EXHIBIT H - Jury Service Ordinance

1.10 EXHIBIT I - Safely Surrendered Baby Law

1.12 EXHIBIT J - Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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 Paragraph 8.1, Amendments, of this Contract 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:** As used herein, the term "Contract" shall be this agreement executed by and between County and Contractor, which sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work, of this Contract.

2.2 **Contract Discrepancy Report or CDR:** As used herein, the terms "Contract Discrepancy Report" or "CDR" (Exhibit A, Statement of Work, Technical Exhibit A-1, Contract Discrepancy Report (CDR), of this Contract) shall mean a report prepared by the County Program Manager to inform the Contractor of faulty service. The CDR shall be used by the County Program Manager to record Contract information regarding discrepancies or problems with the Contractor's performance. The CDR requires a response from the Contractor within ten (10) days or as otherwise specified by the County Program Manager, explaining the problem, outlining the remedial action(s) being taken to resolve the problem and detailing how recurrence of the problem will be prevented.

2.3 **Contractor:** As used herein, the term "Contractor" shall mean the sole proprietor, partnership, or corporation described in the preamble of this Contract that has entered into this Contract with the County to perform or execute the work covered by Exhibit A, Statement of Work, of this Contract and elsewhere hereunder.

2.4 **Contractor Project Manager:** As used herein, the term "Contractor Project Manager" shall mean the individual designated by the Contractor to administer the Contract operations for the Contractor after the Contract award, as further described in Paragraph 7.1, Contractor Project Manager, of this Contract.

2.5 **County:** As used herein, the term "County" shall be the County of Los Angeles, as further described in the preamble of this Contract.

2.6 **County Program Director:** As used herein, the term "County Program Director" shall mean the person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Program Manager, as further described in Paragraph 6.1, County Program Director, of this Contract.

2.7 **County Program Manager:** As used herein, the term "County Program Manager" shall mean the person designated by the County Program Director to manage the operations under this Contract, who shall be responsible for overseeing the day to day activities of this Contract and has responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor, as further described in Paragraph 6.2, County Program Manager, of this Contract.

2.8 **Court:** As used herein, the term "Court" shall mean the Superior Court of California, County of Los Angeles.

2.9 **Day(s):** As used herein, the term "Days" shall mean a calendar day(s) unless otherwise specified.

2.10 **Defense Counsel**: As used herein, the term "Defense Counsel" shall include all attorneys appointed by the Court to represent the indigent defendant, including Public Defender, Alternate Public Defender, or a private attorney appointed under authority of California Penal Code Section 987.2.

2.11 **Enforcement:** As used herein, the term "Enforcement" shall mean the enforcement of this Contract, on behalf of the County, by the County Program Manager and those officers and employees of the

County and the Court having duties in connection with the administration thereof. In the event the County commences legal proceedings for the Enforcement of this Contract, the Contractor agrees to pay any sum, which may be awarded to the County and by the court for attorney's fees and costs incurred in the action brought.

2.12 **Fiscal Year**: As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.13 **Indigent Criminal Defense Appointments Program or ICDA Program:** As used herein, the term "Indigent Criminal Defense Appointments Program" or "ICDA Program" shall mean the provision of private attorneys to represent indigent criminal defendants in the Los Angeles County Superior Court when the Public Defender (PD) or Alternate Public Defender (APD) are lawfully unavailable or have a conflict of interest.

2.14 **Maximum Annual Contract Sum:** As used herein, the term "Maximum Annual Contract Sum" shall have the meaning set forth in Sub-paragraph 5.1.1.2 of this Contract.

2.15 **Maximum Contract Sum:** As used herein, the term "Maximum Contract Sum" shall have the meaning set forth in Sub-paragraph 5.1.1.1 of this Contract.

2.16 **Performance Requirements Summary Chart or PRS Chart:** As used herein, the terms "Performance Requirements Summary Chart" or "PRS Chart" shall mean the statement that identifies the key performance indicators of this Contract which will be evaluated by the County to insure Contract performance standards are met by the Contractor. (Refer to Exhibit A, Statement of Work, Technical Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract).

2.17 **Quality Control Program:** As used herein, the term "Quality Control Program" shall mean all necessary measures taken by the Contractor to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Exhibit A, Statement of Work, Technical Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract.

2.18 **Subcontractor:** As used herein, the term "Subcontractor" shall mean a sole proprietor, partnership, or corporation hired by the

Contractor and approved by County to perform any work covered by Exhibit A, Statement of Work, of this Contract.

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 commence on July 1, 2014 or upon execution by the County Board of Supervisors (Board), whichever is later, and shall terminate on June 30, 2019, 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, for a maximum total Contract term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer (CEO) or designee as authorized by the Board in accordance with Paragraph 8.1, Amendments, of this Contract.

4.3 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.

4.4 The Contractor shall notify Chief Executive Office when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County Program Manager at the address herein provided in Exhibit E, County's Administration, of this Contract.

5.0 CONTRACT SUM

5.1 Maximum Contract Sums and Rates

5.1.1 ICDA Program Administrative Fee

5.1.1.1 The Maximum Contract Sum for shall be the total monetary amount payable by the County to the Contractor for the provision of the Adult ICDA Program County-wide Adult Indigent Defense Services under this Contract for the term of the Contract, including all options, which shall not exceed Five Million, Eight Hundred Fifty-Seven Thousand, Three Hundred Dollars, and Zero Cents ($5,857,300.00).

5.1.1.2 The Maximum Annual Contract Sum shall be the total monetary amount payable per Contract year by the County to the Contractor for the provision of Adult ICDA Program County-wide Adult Indigent Defense Services, inclusive of all taxes, which shall not exceed Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) for Year 1 of the contract period from July 1, 2014 through June 30, 2015.

5.1.1.3 After Year 1 of the Contract term, the Maximum Annual Contract Sum, inclusive of all taxes, for Year 2 through Year 5 of the Contract term shall be based upon a three percent (3%) increase in administrative salaries and employee benefits approved by the County for the prior year Maximum Annual Contract Sum and a one and a half percent (1½%) increase in administrative services and supplies related to the ICDA Program approved by the County for the prior year Maximum Annual Contract Sum, provided that the total annual increase in the annual administrative fee shall not exceed $20,000. Such increased administrative fees shall be reflected in an Amendment to the Contract executed in accordance with Subparagraph 8.1.4 of this Contract.

5.1.1.4 For the two one-year renewal option periods of the Contract, the County and the Contractor may negotiate the Maximum Annual Contract Sum, prior

to the exercise of the renewal option period and no less than 180 days prior to the expiration of the Contract, provided that any such increase in the annual administrative fee does not increase by more than 10 percent (10%) from the prior year Maximum Annual Contract Sum approved by the County. Such Maximum Annual Contract Sums for the renewal option periods shall be reflected in an Amendment to the Contract executed in accordance with Subparagraph 8.1.4 of this Contract.

5.1.2 ICDA Program Panel Attorney Hourly Rates

5.1.2.1 The hourly rates for the panel attorneys in the ICDA Program for the term of the Contract are as set forth on Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract.

5.1.2.2 Compensation to the panel attorneys in the ICDA Program shall be paid directly to the appointed attorney for hours submitted on Court-approved forms and approved by the Court at the rates set forth in Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract, which may be amended from time to time in accordance with Paragraph 5.6, Cost of Living Adjustments (COLA's), of this Contract.

5.1.3 The Contractor shall provide all work under this Contract, and Contractor shall be paid at the rates set forth in Exhibit B, Pricing Sheet, of this Contract.

5.1.4 County shall have no obligation for payment of fees or any work performed by the Contractor, except for the work expressly authorized pursuant to the Contract.

5.1.5 In no event shall the Contractor be entitled to compensation exceeding the Maximum Contract Sum, Maximum Annual Contract Sum, or the rates set forth in Exhibit B, Pricing Sheet, of this Contract, unless the Contract is amended in writing pursuant to Paragraph 8.1, Amendments, of this Contract.

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

5.3 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 Maximum Contract Sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Chief Executive Office at the address herein provided in Exhibit E, County's Administration, of this Contract.

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

The Contractor shall have no claim against 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 County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, of this Contract 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 Sheet, of this Contract, 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, then no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B, Pricing Sheet, of this Contract.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, of this Contract describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 On July 1, 2014, or on the date of approval of this Contract by the Board of Supervisors, whichever is later, the Contractor shall receive a one-time upfront payment of the ICDA Program Administrative Fee in the amount of Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) for the contract term from July 1, 2014 through June 30, 2015. Effective July 1, 2015 and thereafter for the term of the Agreement, the annual administrative fee will be paid to the Contractor on a monthly basis in arrears upon receipt of invoice and supporting documentation. The Contractor shall submit the monthly invoices to the County by the fifteenth (15th) calendar day of the month following the month of service. The County has 30 days from receipt of an undisputed invoice to make payment to Contractor.

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple St., Room 750
Attention: Veronica Ivory Cox, Principal Analyst

5.5.6 **County Approval of Invoices**

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

5.6 **Cost of Living Adjustments (COLA's)**

If the County elects in its sole determination and if requested by Contractor, the County at its sole discretion may allow for a Cost of

Living Adjustment (COLA) increase in the hourly rates for panel attorneys in the ICDA Program. If requested by the Contractor, the hourly rates set forth on Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract may, at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer (CEO) as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract that has been formally approved and executed by the Contractor and CEO or designee in accordance with Subparagraph 8.1.4 of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County Program Director

Responsibilities of the County Program 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 Program Manager

The County Program Manager is responsible for overseeing the day-to-day administration of this Contract. The County Program Manager reports to the County Program Director. The responsibilities of the County Program Manager include:

- meeting with the Contractor Project Director 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 Program 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 County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Project Director

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

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

7.1.3 The Contractor Project Director must have 10 years of experience as an attorney working with the ICDA Program.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and

continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4, Background and Security Investigations, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 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.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, Confidentiality, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5, Confidentiality, shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of Exhibit G, Contractor Acknowledgement and Confidentiality Agreement, of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which does not materially affect the scope of work, term of contract, pricing, payments, or any other term or condition included under this Contract, an Amendment shall be executed by the Chief Executive Officer (CEO) or designee and the Contractor.

8.1.2 The Board of Supervisors (Board) or CEO or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of the Contract. 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 executed by the Contractor and the CEO or designee.

8.1.3 For any change that materially affects the scope of work, term of contract, pricing, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be executed by Contractor and the Board.

8.1.4 Notwithstanding Sub-paragraph 8.1.3 above, for: 1) any extensions of the term of this Contract as set forth in Paragraph 4.2 above; 2) any adjustments authorized for the annual administrative fee pursuant to Sub-paragraph 5.1.1.3 of this Contract during the term of this Contract; 3) any COLA adjustments authorized for the hourly rates for the panel attorneys in the ICDA Program during the term of this Contract pursuant to Paragraph 5.6, Cost of Living Adjustments (COLA's) of this Contract; 4) any adjustments authorized for the annual administrative fee pursuant to Sub-paragraph 5.1.1.4 of this Contract during the renewal option periods of the Contract; 5) any modifications related to Contractor's assignment of this Contract pursuant to Sub-paragraph 8.2, Assignment and Delegation, of this Contract; 6) the addition of attorney services not currently contemplated in the Contract at the applicable rates set forth in Exhibit A-8, Indigent Criminal Defense Appointments Program Hourly Compensation Rates, of this Contract; and 7) any additional work within the scope of services of this Contract or to accommodate any unanticipated increase in caseloads, provided that sufficient funding is available and such additional work or increase in caseloads does not increase the Maximum Contract Sum by more than ten percent (10%) for the term of the Contract; an Amendment to the Contract shall be prepared and executed by the Contractor and the CEO or designee.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph 8.2.1, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with Sub-paragraph 8.2.1 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 County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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, of this Contract.

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, Jury Service Ordinance, of this Contract 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. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the

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

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

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

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

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period

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

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

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 of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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, Amendments, of this Contract 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 Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, 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 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, 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 Paragraph 7.5, Confidentiality, of this Contract.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24, General Provisions For All Insurance Coverage, and 8.25, Insurance Coverage, 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 County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 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:

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple St., Room 750
Attention: Veronica Ivory Cox, Principal Analyst

Contractor also shall promptly report to 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 Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against 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 Contractor and/or 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 Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. 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**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that 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 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**

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 County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to 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 County.

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

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 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 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**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. 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 Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain 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)**

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 Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing 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. 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**

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 **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 $3 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.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Chief Executive Officer (CEO), or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the CEO, 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 CEO, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the CEO, or his/her designee, determines that there are deficiencies in the performance of this Contract that the CEO, or his/her designee, deems are correctable by the Contractor over a certain time span, the CEO, 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 CEO, 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 One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract, 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 Sub-paragraph 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 Paragraph 8.26, Liquidated Damages, 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 Sub-paragraph 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, of this Contract.

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 Paragraph 8.28, Nondiscrimination and Affirmative Action, when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28, Nondiscrimination and Affirmative Action, have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment 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 the Chief Executive Office 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 Program Manager and/or County Program Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Program Manager or County Program Director is not able to resolve the dispute, the Chief Executive Officer 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, Safely Surrendered Baby Law, 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, of this Contract. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer, 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 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.

8.36 PUBLIC RECORDS ACT

8.36.1 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 Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to 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.

8.36.2 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.

8.37 PUBLICITY

8.37.1 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 Program Director. The County shall not unreasonably withhold written consent.

8.37.2 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 Paragraph 8.37, Publicity, shall apply.

8.38 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.

8.38.1 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).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38, Records Retention and Inspection/Audit Settlement, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 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.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 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.

8.40.2 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.

8.40.3 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.

8.40.4 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.

8.40.5 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.

8.40.6 The County Program Director 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, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 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.

8.40.8 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:

County of Los Angeles Chief Executive Office
Public Safety Cluster
500 W. Temple St., Room 750
Attention: Veronica Ivory Cox, Principal Analyst

before any Subcontractor employee may perform any work hereunder.

8.41 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 Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this Contract, 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 Paragraph 8.43, Termination for Default, of this Contract, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 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.

8.42.2 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.

8.42.3 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 Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of this Contract.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Program 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1 above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs

incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 above if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, Termination for Default, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, Termination for Default, or that the default was excusable under the provisions of Sub-paragraph 8.43.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience, of this Contract.

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 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.

8.44.2 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.

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

8.45 TERMINATION FOR INSOLVENCY

8.45.1 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.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 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.

8.49 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 Paragraph 8.49, Waiver, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 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.

8.50.2 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.

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

8.51.1 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.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, 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.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, of this Contract shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this

Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit J, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA), of this Contract, in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit J, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA), of this Contract.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County

all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.2.4 above for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.2.3 above or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this Paragraph 9.2, Ownership of Materials, Software and Copyright, shall survive the expiration or termination of this Contract.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.4 DATA DESTRUCTION

9.4.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County's data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately

destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201

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

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

9.5 USE OF COUNTY AND SUPERIOR COURT SEAL AND LOGO

Contractor shall not use or display the official seal or logo of the County and any of its departments or the Superior Court of California on any of its letterheads or other communications with any business or for any other reason unless each form of usage has prior written approval of the County.

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY BAR ASSOCIATION
FOR
ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT INDIGENT CRIMINAL DEFENSE SERVICES

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.

COUNTY OF LOS ANGELES

By _____
Don Knabe, Chairman

ATTEST:
SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____
Deputy

LOS ANGELES COUNTY BAR ASSOCIATION

By W. Clark Brown

Name W. Clark Brown

Title General Counsel

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By_____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT INDIGENT CRIMINAL DEFENSE SERVICES

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	INTENTIONALLY OMITTED	6
3.0	QUALITY CONTROL	6
4.0	QUALITY ASSURANCE PLAN	6
5.0	DEFINITIONS	7
6.0	RESPONSIBILITIES	7
	COUNTY	
	6.1 Personnel	7
	6.2 Furnished Items	7
	CONTRACTOR	
	6.3 Project Manager	8
	6.4 Personnel	8
	6.5 Uniforms/Identification Badges	8
	6.6 Materials and Equipment	8
	6.7 Training	8
	6.8 Contractor's Office	9
7.0	HOURS/DAYS OF WORK	9
8.0	INTENTIONALLY OMITTED	9
9.0	INTENTIONALLY OMITTED	9
10.0	INTENTIONALLY OMITTED	9
11.0	GREEN INITIATIVES	9
12.0	PERFORMANCE REQUIREMENTS SUMMARY	9

TABLE OF CONTENTS

STATEMENT OF WORK TECHNICAL EXHIBITS

Exhibits

A-1 Agreement To Be Bound By Indigent Defense Agreement

A-2 Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation

A-3 Classification of Attorneys

A-4 De Novo Review Procedures

A-5 Indigent Criminal Defense Appointments Program Qualification Committee Evaluation Guidelines

A-6 List of Covered Courts

A-7 Indigent Criminal Defense Appointments Program Billing Guidelines

A-8 Indigent Criminal Defense Appointments Program Hourly Compensation Rates

A-9 Contract Discrepancy Report

A-10 Performance Requirements Summary (PRS) Chart

EXHIBIT B

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Purpose

1.1.1 Pursuant to California Government Code Section 27706 and Section 23 of its Charter, the County is required by to provide public defender services, and does so through both the Office of Public Defender (PD) and the Office of Alternate Public Defender (APD). From time to time, both the PD and the APD are unable to represent accused persons who are otherwise eligible for such representation due to a conflict of interest or other lawful unavailability. Counties and courts are encouraged by California Penal Code Section 987.2 and otherwise to establish cost efficient plans for the appointment of counsel to provide criminal defense services for persons eligible for representation by the PD and APD in cases where the PD and APD are lawfully unavailable.

1.1.2 The purpose of the ICDA Program is to provide the Court with a cost-effective system for legal representation of indigent criminal defendants in the County. The ICDA Program also provides complete legal defense services through the trial level for indigent criminal defendants whom both the County PD and the APD, because of a conflict of interest or other lawful unavailability are unable to represent who are otherwise eligible for such representation.

1.2 Administration of Indigent Representation

1.2.1 The Contractor shall administer the ICDA Program to ensure the provision of criminal defense services for persons eligible for representation by the PD or APD in cases where both the PD and the APD are lawfully unavailable in all Districts of the Los Angeles Superior Court. The Contractor shall ensure that each of the attorneys providing representation under the administration of ICDA operates as an independent contractor capable of providing representation without ethical conflict.

1.2.2 The Contractor and each of its members participating in the Adult ICDA Program agree be bound by the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association. The Contractor and each of its members participating in the Adult ICDA Program shall sign and adhere to the provisions of Exhibit A-1, Agreement To Be Bound By Indigent Defense Agreement, of the Contract.

1.2.3 The Contractor shall administer the panel in accordance with procedures approved by the Courts. The current ICDA procedures, which are attached as Exhibit A-2, Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation, of the Contract, have been so approved by the County. As consideration for the Contractor's administration, panel attorneys may be required to pay an additional reasonable registration fee to the Contractor and/or be members of the LACBA.

1.3 Establishment of ICDA Panel

1.3.1 There is presently an ICDA panel of attorneys grouped into six categories of experience by the Contractor according to qualifications approved by the Court. Within 30 days of the execution of this Contract, the Contractor shall submit to the Supervising Judge of the Los Angeles Superior Court, the attorneys on the panel who wish to provide services under this Contract, grouped by level of experience determined by the Contractor.

1.3.2 The current ICDA classification for all qualified attorneys may be amended from time to time by agreement of the Contractor Project Manager and County Program Director, as set forth in Exhibit A-3, Classification of Attorneys, of the Contract. The list and provided information shall be submitted to an Attorney Screening Committee to be established by the Supervising Judge of the Criminal Departments and Divisions of Court that is covered by this Contract, to consider and approve the initial panel recommendation and any subsequent panel recommendations. In approving attorneys, the Court shall indicate the highest grade of case each attorney is approved for according to the current ICDA qualifications. The order of names on the initial panel shall be the existing order on July 1, 2014, with new names to be added determined by random lot and grade, and names from subsequent panel recommendations shall be added to the end of the appropriate grade list. Except as required in the administration of justice and as approved by the Supervising Judge of the Criminal Departments and Divisions of the Court, no attorney shall be appointed to represent a defendant under this Contract in a case to be tried in the Court affected by this Contract, unless at the time of appointment, the attorney is on the Court-approved ICDA panel list.

1.3.3 Additional attorneys desiring to be included on the panel list and requests for inclusion on a higher grade panel list may be submitted to the Court quarterly, on January 15, April 15, July 15, and October 15, grouped by level of experience determined by the Contractor, together with a copy of a current ICDA Application and Agreement specifying the attorney's experience. Consistent with the County's policy, outreach efforts will be

pursued to ensure equal access by minority and women attorneys for inclusion on the panel lists.

1.3.4 De Novo Review

Attorneys applying for inclusion on the panel list who are not selected may obtain a de novo review by a second committee. A De Novo Review Committee, consisting of judges, shall be established under rules to be adopted by the Court. Until further modified, the de novo review procedures and guidelines adopted by the Court are set forth in Exhibit A-2, Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation, of the Contract and Exhibit A-4, De Novo Review Procedures, of the Contract.

1.3.5 Attorney Screening Committee Evaluation Guidelines

Until further modified, the evaluation guidelines adopted by the Court's Attorney Screening Committee and the Court's De Novo Review Committee are set forth in Exhibit A-5, Indigent Criminal Defense Appointments Program Qualification Committee Evaluation Guidelines, of this Contract.

1.4 Services to be provided

1.4.1 The Court appoints attorneys from the ICDA Program to represent defendants, and the ICDA Qualifications Committee shall select and assign cases to the ICDA panel attorneys.

1.4.2 ICDA panel attorneys shall provide complete legal defense services for all defendants whom they are appointed to represent under the terms of this Contract. Such services shall include all legal defense services typically provided by the PD and APD, including interview and preparation time, all necessary court appearances, hearings, motions, court waiting time, and trials at the trial court level and for writ proceedings and the filing of any notice of appeal that may be required by California Penal Code section 1240.1 or otherwise, including legal research, preparation of documents, secretarial and clerical support services, and travel. Once appointed, during the term of this Contractor and any extension thereof, appointed attorneys shall be required to complete such services for each defendant who they are appointed to represent until relieved by the Court, regardless of any termination of this Contract. Services to be provided do not include services for Court-appointed investigators, experts, or interpreters.

1.4.3 Court locations are listed in Exhibit A-6, List of Covered Courts, of the Contract. County reserves the right to add/remove Court locations, as necessary, based upon the needs of the County.

1.5 Billing for Administrative Fees

1.5.1 The Contractor shall receive an annual administrative fee in accordance with Subparagraph 5.1.1, ICDA Program Administrative Fee, of the Contract.

1.5.2 The County and the Contractor are in agreement that the purpose of the administrative fee is to offset the cost of six full-time employees needed to manage/oversee the ICDA Program. In accordance with Exhibit B, Pricing Schedule, of the Contract, allowable costs include salaries and employee benefits and services and supplies for the six employees that manage/oversee the ICDA Program. Changes in staffing levels due to changes in workload will necessitate a review of the administrative fee paid to the Contractor and would require approval from the County of Los Angeles Chief Executive Office in accordance with Paragraph 8.1, Amendments, of the Contract.

1.5.3 The County and the Contractor are in agreement that panel attorneys are required to pay a reasonable registration fee to the Contractor as consideration for Contractor's administration of the ICDA Program. As such, the membership fees collected will also be used to offset the administrative costs required to manage/oversee the ICDA Program.

1.5.4 Except as otherwise provided in the Contract, the Contractor shall submit, on a monthly basis in arrears, itemized invoices and supporting documentation for the administrative fee of this Contract to the Chief Executive Office for payment in accordance with Paragraph 5.5, Invoices and Payments, of the Contract.

1.6 Compensation for ICDA Attorneys

1.6.1 The ICDA Program panel attorneys shall be compensated in accordance with Subparagraph 5.1.2, ICDA Program Panel Attorney Hourly Rates, of the Contract.

1.6.2 ICDA billing procedures and requirements for IDCA Program panel attorneys are listed in Exhibit A-7, Indigent Criminal Defense Appointments Program Billing Guidelines, of the Contract.

1.7 Annual Audit

The Contractor and its members shall maintain, on a current basis, adequate records to permit an audit of their performances required under this SOW and the accuracy of billing statements in accordance with Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of the Contract. County may audit such records at any time for up to five years beyond the termination of this Contract. Contractor agrees to maintain such records for at least five years after the termination of this Contract.

1.8 Assurances

The Contractor will timely and competently administer the ICDA Program as set forth in the Contract and this SOW. The Contractor will establish ICDA Program panels of attorneys and administer them in a manner to ensure that panel attorneys are timely available to accept the appointments covered by the Contract and that the services required to be performed under the Contract shall be provided to each defendant covered by the Contract.

1.9 Cooperation in recovering Penal Code Section 987.8 costs

The Contractor and attorneys on panels administered by the Contractor agree to cooperate to the full extent ethically permitted in assisting the County and the Court, and those acting on their behalf, in recovering costs pursuant to California Penal Code Section 987.8.

1.10 Visits

The ICDA Program Directing Attorney is required to submit the results of the Court site visits served by the ICDA Program and completed at least two times each calendar year to the Chief Executive Office for review.

1.11 Client Files

Attorneys shall preserve client files in accordance with the requirements of the California Rules of Professional Conduct.

1.12 Refusal to Appoint

A judge may refuse to appoint any panel attorney pursuant to Penal Code 987.2(c)(3). A panel attorney may be removed from the panel for good cause in the following manner:

1.12.1 Upon recommendation of the ICDA Executive Committee, after notice to the member, investigation by or at the direction of the Directing Attorney, hearing by the Executive Committee, and de novo appeal to the Superior Court Attorney Appointment Committee pursuant to LACBA/ICDA Program Rules of Operation set forth in Exhibit A-2, Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation, of the Contract; or

1.12.2 Upon recommendation of the Superior Court Attorney Appointment Committee to the ICDA Program Directing Attorney, after notice to the panel attorney, investigation by or at the direction of the Directing Attorney, hearing by the Executive Committee. The findings and recommendations of the ICDA Executive Committee shall be reported to the Superior Court Attorney Appointment Committee for final action,

including de novo hearing in accordance with other provisions of this Contract.

2.0 INTENTIONALLY OMITTED

3.0 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 Quality Control Plan shall be submitted to the County Project Manager for review. The Quality Control Plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met; and

3.2 A record of all inspections 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.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as set forth in Paragraph 8.15, County's Quality Assurance Plan, of the Contract.

4.1 Scheduled Meetings

Contractor is required to attend a scheduled as-needed meeting requested by the County. Failure to attend will cause an assessment of one-hundred dollars ($100.00) as set for in Exhibit A-10, Performance Requirements Summary (PRS) Chart, of this Contract.

4.2 Contract Discrepancy Report (Exhibit A-9 of Contract)

4.2.1 Verbal notification of a Contract discrepancy will be made to the County Program 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.

4.2.2 The County Program Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) working days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Program Manager within thirty (30) working days.

4.3 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.

5.0 DEFINITIONS

Definitions of various terms used in this SOW are provided in Section 2.0, Definitions, of the Contract.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to Section 6.0, Administration of Contract – County, of the Contract. In addition to the duties set forth in Section 6.0, Administration of Contract – County, of the Contract, specific duties will include but not be limited to:

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 Paragraph 8.1, Amendments, of the Contract.

6.2 Furnished Items

6.2.1 The County shall not be responsible for costs incurred by Contractor in providing services under the Contract other than the administrative fee. The County shall provide no real property, materials, equipment and/or services necessary for the provision of services under the Contract.

6.2.2 Contractor shall furnish all personnel, supplies, equipment, facilities, and systems necessary to perform all services required under the Contract.

CONTRACTOR

6.3 Contractor Project Director

6.3.1 Contractor shall provide its own full-time officer or employees as Contractor Project Director or designated alternate in accordance with Paragraph 7.1, Contractor Project Director, of the Contract. County must have access to the Contractor Project Director during business hours 8:00 a.m. - 5:00 p.m., Pacific Standard Time, Monday through Friday, excluding County-recognized holidays. Contractor shall provide a telephone number where the Contractor Project Director may be reached on an eight (8) hour per day basis.

6.3.2 Contractor Project Director shall act as a central point of contact with the County.

6.3.3 Contractor Project Director shall have 10 years of experience as an attorney working with the ICDA Program.

6.3.4 Contractor Project Director/alternate shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract. Contractor Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.4.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.

6.5 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3, Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.7 Training

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

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding County-recognized holidays. The Contractor may be required to provide services on County-recognized holidays. These holidays change from year to year. The County Program Manager will provide the Contractor a list of County holidays at the time the Contract is approved, and annually, at the beginning of each calendar year.

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

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

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1.1 Exhibit A-10, Performance Requirements Summary (PRS) Chart, of the Contract lists the required services that will be monitored and the required standard level of performance expected during the term of the Contract. This is an important monitoring tool for the County and includes:

- List of services required by the Contract
- Indication of the method of monitoring

- Indication of the deductions/fees to be assessed for each service that is not satisfactory

12.1.2 All listings of services used in the PRS Chart 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 Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS 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 Contractor.

12.3 A standard level of performance will be required of Contractor in the area of adult indigent criminal defense appointments services. Failure of the Contractor to achieve this standard can result in assessment of liquidated damages against Contractor by the County in accordance with Paragraph 8.26, Liquidated Damages, of the Contract. The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures specified in Exhibit A-10, Performance Requirements Summary (PRS) Chart, of the Contract or other such procedures as may be necessary to ascertain Contractor compliance with the Contract. The PRS Chart outlines the required services, performance indicators, and acceptable quality level, monitoring methods to be used by the County, and the liquidated damages to be imposed for unacceptable performance.

TECHNICAL EXHIBITS
TO THE
STATEMENT OF WORK

TABLE OF CONTENTS

Exhibits		Page
A-1	Agreement To Be Bound by Indigent Defense Agreement	1
A-2	Los Angeles County Bar Association Indigent Criminal Defense Appointments Program Rules of Operation	3
A-3	Classification of Attorneys	22
A-4	De Novo Review Procedures	25
A-5	Indigent Criminal Defense Appointments Program Qualification Committee Evaluation Guidelines	26
A-6	List of Covered Courts	27
A-7	Indigent Criminal Defense Appointments Program Billing Guidelines	28
A-8	Indigent Criminal Defense Appointments Program Hourly Compensation Rates	29
A-9	Contract Discrepancy Report	30
A-10	Performance Requirements Summary (PRS) Chart	31

AGREEMENT TO BE BOUND BY INDIGENT DEFENSE AGREEMENT

LACBA/ICDA, herein referred to as Contractor, and each of its members, agree to be bound by the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association, and that to the extent there is any conflict between the ICDA Program agreement between Contractor and each of its members for the provision of indigent defense services and the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services, that the terms of the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services shall be controlling.

It is so agreed:

Date: _____ Contractor: _____

LACBA/ICDA

Date: _____ _____

County Project Director

Contractor's Members:

Date:	Name:	Signature:

AGREEMENT TO BE BOUND BY INDIGENT DEFENSE AGREEMENT

Contractor's Members:

Date:	Name:	Signature:

LOS ANGELES COUNTY BAR ASSOCIATION
INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
RULES OF OPERATION

RULES OF OPERATION

RULE I. PURPOSES

1.1 The purposes of the Indigent Criminal Defense Appointments (ICDA) Program are to:

a) Provide the Los Angeles Superior Court with a cost-effective system for legal representation of indigent criminal defendants in Los Angeles County.

b) Provide complete legal defense services through the trial level for indigent criminal defendants whom both the Los Angeles County Public Defender and the Alternate Public Defender, because of a conflict of interest or other lawful unavailability, are unable to represent, and who are otherwise eligible for such representation.

RULE II. DEFINITION OF TERMS

2.1 **"Association"** refers to the Los Angeles County Bar Association.

2.2 **"Program"** refers to the Association-sponsored Indigent Criminal Defense Appointments Program.

2.3 **"Court"** refers to the Los Angeles County Superior Court

2.4 **"Member"** refers to each lawyer who has **been accepted for membership in ICDA and whose name is listed** on a Program panel.

2.5 **"Case"** refers to vertical representation of a defendant in an **arraignment,** preliminary hearing, trial, or felony hearing, including all necessary motions and appearances, to completion of all

proceedings in the Court. Two or more consolidated cases involving the same defendant are considered one case.

2.6 **"Calendaring"** refers to the selection of a **Member** by the ICDA administrative staff to appear in court to handle arraignments and accept appointed cases.

2.7 **"ICDA Committee"** refers to the ICDA Committee of the Association.

2.8 **"ICDA Directing Attorney"** refers to the Association **attorney staff person** who coordinates the Program.

2.9 **"Classification of Cases"** refers to the grouping of cases according to the determinate sentence provided for the criminal offense.

2.10 **"Attorney Grade"** refers to the level of attorney assigned to each Classification of Cases by the ICDA Committee **and Directing Attorney.**

2.11 **"Chair"** refers to the Chairperson of the ICDA Committee who is appointed annually by the Board of Trustees of the Association. Chair may also refer to any co-chair who may be appointed to assist the Chair.

2.12 **"Indigent Defense Contract"** refers to the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services by and between the County of Los Angeles and Association, effective July 1, 2014, and any later amendments and/or addenda.

2.13 **"Administrative Staff"** refers to Association staff, **including the Directing Attorney,** that help support the coordination of the Program.

2.14 **"Duty Days"** refers to the **daily assignment of Members** by the ICDA Administrative Staff to appear in **specified courts** to handle any and all appointed cases.

RULE III. ADMINISTRATION

3.1 **Committee Membership.** The President of the Association shall annually appoint an ICDA Executive Committee of at least ten (10) members. The members of the ICDA Executive Committee shall be active members of the State Bar of California. At the invitation of the Directing Attorney, with the concurrence of the Executive Committee, active or retired members of the judiciary and former members of the Executive Committee may participate as non-voting committee members. Committee members shall serve for a term of one year.

3.2 **Committee Meetings.** The ICDA Executive Committee shall meet at least quarterly at duly noticed dates, times, and places.

3.3 **Committee Quorum.** Five (5) members of the ICDA Executive Committee shall constitute a quorum for the conduct of business at any meeting of the ICDA Executive Committee. A member of any Subcommittee who participates in a ruling of that subcommittee shall not be counted for purpose of a quorum in the Executive Committee meeting reviewing that ruling, however shall be counted for a quorum on all other matters before the Executive Committee.

3.4 **Duties.** The duties and responsibilities of the ICDA Executive Committee shall be:

a) To review and approve the Directing Attorney's administration of the Program, including the establishment of the annual registration fee structure for the Program. All such decisions shall be subject to review by the Board of Trustees at the discretion of the Board;

b) To review, at its discretion, the operation of, and Court response to, the Program;

c) To review annually, at its discretion, the budget and operating records maintained by the Program; and

d) To review and approve the recommendations of the Directing Attorney regarding Attorney Grade classifications, minimum experience and educational requirements for said classifications; qualifications and discipline of members.

3.5 **Qualifications Subcommittees.** The **Directing Attorney** shall appoint one or more Qualifications Subcommittee(s) consisting of at least seven (7) members. Four (4) voting members of a Qualifications Subcommittee shall constitute a quorum for the conduct of business at any meeting of a Qualifications Subcommittee. No member of a Qualifications Subcommittee may participate in the determination of his or her own qualifications for panel membership.

3.6 **Billing & Discipline Subcommittees:** The **Directing Attorney** shall appoint one or more Billing & Discipline Subcommittee (s) consisting of at least seven (7) members. Four (4) voting members of a Billing & Discipline Subcommittee shall constitute a quorum for the conduct of business at any meeting of a Billing & Discipline Subcommittee. No member of a Billing & Discipline Subcommittee may participate in the determination of his or her own qualifications for panel membership.

3.7 **Other Subcommittee.** The **Directing Attorney** may also appoint other subcommittees as necessary for the administration of the Program.

3.8 **Prosecutors.** No prosecutor shall be a voting member of the ICDA Executive Committee.

RULE IV. GENERAL MEMBERSHIP AND ELIGIBILITY REQUIREMENTS

4.1 **Committee Members as Panel Attorneys.** No **Member** shall serve on a Qualifications Subcommittee in the determination of their own qualifications for panel membership.

4.2 **Application Form.** Application for membership in the Program shall be made on an application form provided by the Program and ultimately approved by the Court's Attorney Screening Committee, and shall be accompanied by attached docket sheets or minute orders, a non-refundable processing fee, and the appropriate membership fee. Applications are originally submitted to the **Directing Attorney** for review and recommendations.

4.3 **Limitations on Membership.** Membership in the Program is limited to active members of the State Bar of California in good standing who regularly practice and maintain an office in Los Angeles County.

4.4 **Association Membership.** Membership in the Program may not be made contingent upon membership in the Association.

4.5 **Districts Served On.** If all eligibility requirements are satisfied, members of the ICDA Program are entitled to select three (3) Superior Court Districts, one of which may be the Central District, with their annual fee. The Superior Court Districts chosen, however, must be located within thirty miles of the attorney's office. For an additional fee, an attorney may select one additional district. Grade 5 attorneys are exempt from this requirement and must accept appointments in any district within the County.

4.6 **CLE Requirements**. Panel attorneys must have completed twelve (12) hours of State Bar approved Continuing Legal Education (CLE) annually, and must continue to do so while registered on a Program panel. A minimum of twelve (12) hours annually must be in the field of criminal law. At least nine (9) hours must be classroom-participation (no tapes or other self-study accepted). However, up to three (3) participatory hours will be acceptable (tapes or other self-study accepted). Grade 5 attorneys are required to complete twelve (12) hours of State Bar approved Continuing Legal Education (CLE) annually in the field of capital case training/education.

RULE V. APPLICATION REQUIREMENTS

5.1 **Governing Rules.** Each **Member** shall agree in writing to:

a) Be bound by and comply with the Program's current Rules and Procedures;

b) Be bound by and comply with such changes in the Rules or Procedures as shall be made from time to time, upon notice to the **Member** by placing in the mail a postage paid copy of same, addressed to the **Member** at the last address provided by the **Member** to the Program. Continued membership in the Program after notice by the means described above, will constitute the **Member's** agreement to any such changes;

5.2 **Disclosure of Information**. Each **Member** shall agree in writing to:

a) Allow the information contained in the application for membership to be furnished to the Court, or its agent, and to the Association, through the ICDA staff or Committee;

b) Maintain accurate time and billing records and remit same in a timely manner to the Court;

c) Provide upon request by the ICDA **Directing Attorney** a copy of all requests for payment concurrent with that submitted to the Court on ICDA appointed cases.

5.3 **Certification of Eligibility.** Each **Member** shall agree in writing to:

a) Regularly practice and maintain a full time office for such practice in the County of Los Angeles;

b) **Meet** the requirements for the Attorney Grade for which the panel attorney has applied and/or is currently a member;

c) **Maintain membership** in good standing in the State Bar of California. Each **Member** shall disclose to the Program the nature of any pending or completed disciplinary proceeding or action taken by the State Bar of California or by the lawyer licensing agency of any other state. Each **Member** shall have an ***affirmative duty*** to disclose any such pending or completed disciplinary proceeding or action within fifteen (15) days of notice thereof.

d) Maintain in force, while a member of the ICDA Program, Worker's Compensation Insurance for his/her employees in an amount and form to meet all applicable requirements of the Labor Code of the State of California;

5.4 **Adequate and Necessary Representation.** Each Member shall agree in writing to:

a) Provide court appointed clients with adequate and necessary representation to the completion of all misdemeanor and felony

proceedings in the Los Angeles Superior Courts. Such representation shall include all necessary court appearances for motions and trial, legal research, preparation of documents, secretarial and clerical support services, travel, and all necessary services for no fee other than that awarded by the Court.

5.5 **Indemnification and Attorneys Fees**. Each Member shall agree in writing to:

a) Indemnify, defend, and hold harmless the Association, its Trustees, officers, employees, the ICDA Committee, the Court and County, their agents, officers and employees, against any and all liability and damages of any nature whatsoever, including but not limited to, all tortious conduct including professional negligence, slander, defamation, unfair competition, interference with contractual advantage, bodily injury, death, personal injury, or property damage arising from or in any way connected with the operation of this Program or any services hereunder;

b) Pay the Program's reasonable attorneys' fees and costs in any action or proceeding brought to enforce any provision of these Rules.

RULE VI. QUALIFICATIONS PROCEDURES

6.1 **Review of Application.** An **applicant's** written application shall be initially reviewed by the ICDA staff to determine compliance with the general eligibility rule (Rule IV) and qualifications for the Attorney Grade(s) for which the Member has applied.

6.2 **General Eligibility Compliance.** If the ICDA staff determines that there is compliance with the general eligibility rule (Rule IV), the application will be submitted to the **Directing Attorney** for recommendation to the appropriate ICDA Committee.

6.3 **Non-Compliance with Qualifications.** An applicant showing compliance with the general eligibility rule (Rule IV), but failing to show compliance with the qualification requirements of a particular Attorney Grade shall be promptly notified in writing, advised of the particular eligibility requirements and/or qualifications found lacking,

and given an opportunity to have the application referred to the **Directing Attorney.**

6.4 **The Directing Attorney** may ask the applicant to furnish additional information, either orally or in writing, or both, relevant to the applicant's qualifications for a particular Attorney Grade and may seek further substantiation of any response by the applicant. The Directing Attorney may also seek independent verification of the Applicant's response. Within sixty (60) days of receipt of a completed application, the Directing Attorney shall determine whether the Applicant has demonstrated substantial compliance by showing equivalent minimum experience or other equivalent qualifications and recommend findings to the appropriate ICDA Committee for review and approval.

6.5 **Timely Review.** Each completed application shall be recommended for approval or disapproval within one hundred (100) days of filing, unless time is extended by the applicant's consent or by the Applicant's request for review by the **Directing Attorney** or the ICDA Committee

6.6 **Appeal of Decision:** If the **Directing Attorney** determines that the applicant has not demonstrated substantial compliance, the applicant will be notified that the decision can be appealed to the entire ICDA Executive Committee for review

6.7 **The Court's Attorney Screening Committee**: All applications, together with a statement as to whether the applicant met minimum program requirements, and any comments from the ICDA Directing Attorney or ICDA Executive Committee, will be forwarded, at the request of the Applicant to the Court's Attorney Screening Committee for review. The Committee will evaluate the applications pursuant to Exhibit A-4, De Novo Review Procedures, of the Indigent Defense Contract, or such other guidelines as the Court may adopt.

6.8 **De Novo Review.** Panel attorneys who are not selected for membership in the ICDA Program by the Court's Attorney Screening Committee may upon written request obtain de novo review by the Court's De Novo Review Committee. The de novo review shall be conducted pursuant to procedures and guidelines adopted by the Court pursuant to Exhibit A-4, De Novo Review Procedures, of the Indigent Defense Contract and Exhibit A-5, Indigent Criminal Defense Appointments Program Qualifications Committee Evaluation

Guidelines, of the Indigent Defense Contract or such other procedures as the Court may adopt.

6.9 **The Peer Review Subcommittee:** The Directing Attorney or the Chair of the ICDA Committee may appoint a "Peer Review Subcommittee" consisting of seven (7) members. If any subcommittee member disqualifies him or herself on any case, the Chair may appoint another Committee member to the subcommittee to review the case.

6.9.1 **The Peer Review Questionnaire:** The Peer Review Subcommittee may draft a "Peer Review Questionnaire" requiring, for a given assigned case, (1) a statement of the charges and possible sentences, (2) a summary of the facts, and (3) a checklist of possible factual and legal issues.

6.9.2 **Waiver of the Specific Qualification Requirements:** Whenever a Member is granted a ***waiver*** of the specific qualification requirements, the advancement is provisional for a period of up to two (2) years and subject to peer review.

6.9.3 Panel attorneys who are granted a waiver shall be informed, in writing with a signed acknowledgment, that (1) membership on the ICDA panel is a privilege, not a right, (2) that the granting of a waiver is provisional and subject to peer review, and (3) of the specific peer review requirements set forth infra.

6.9.4 Upon receiving his or her first case, panel attorneys who are granted a waiver shall, within thirty (30) days of notice of the assignment, complete and submit a Peer Review Questionnaire. If the questionnaire is not timely submitted, the member shall be suspended from the rotational list he or she was waived into for a period not less that ninety (90) days.

6.9.5 The Peer Review Subcommittee shall review the questionnaire and the panel attorney's performance on the case. The subcommittee shall have the authority to discuss the case with the panel attorney; review all billing statements, the Court file, and the panel attorney's case file; consider any comments or complaints by judicial bench officers; and require written responses by the panel attorney to complaints or to clarify questionnaire responses. If the panel attorney fails to fully and timely comply with the subcommittee's requests, he or she shall be suspended from the applicable rotational lists.

6.9.6 After reviewing the panel attorney's performance, the subcommittee shall make a written recommendation to the Chair whether to confirm or rescind the waiver or to extend the panel attorney's provisional waiver, including beyond the two (2) year provisional period, and review another case.

6.9.7 The panel attorney shall have the opportunity to appeal to the Committee the subcommittee's decision to rescind his or her advancement but not its decision to extend the provisional advancement and review another case.

6.10 **Confidentiality.** All communications, deliberations, and records of the Directing Attorney's qualifications review activities, ICDA Committee's appellate activities, the Court's Attorney Screening Committee and the Court's De Novo Review Committee shall be confidential.

6.11 **Limitation of Membership**: The Directing Attorney may limit the total membership of the ICDA panel at his/her discretion with the approval of the Executive Committee. The Directing Attorney may maintain a waiting list of applicants to be drawn from when openings on the ICDA panel become available.

6.12 **Additional Rules.** The **Directing Attorney** shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

RULE VII. PANEL ATTORNEY RECORDS

7.1 **Panel Attorneys' Records.** Each panel attorney is required to furnish to the ICDA Program, upon request, information regarding the status of each appointed case, the number of hours spent, the total fee charged to the Court and such additional information as required by the ICDA Program. Each panel attorney shall, upon request, complete and return all required reports to the Program.

7.2 **Panel Attorneys' Audit.** All panel attorney shall make available for audit, upon request of the Program, all office files, records, accounts, ledgers and other records related to the Program or any case appointed by the Court through the Program.

RULE VIII. SUSPENSION AND REMOVAL

8.1 **Automatic Suspension.** A panel attorney shall be subject to automatic suspension from the Program in the following circumstances:

a) The panel attorney has been suspended, disbarred or has resigned from the State Bar of California; or

b) Annual registration fees, or other Program fees, become more than sixty (60) days past due.

c) Upon any written complaint, from any court, alleging repeated improper or unprofessional conduct before that court, that member shall be suspended pending a hearing before the appropriate ICDA Committee.

d) Removal from an assigned judicial district after two or more judicial complaints from that Judicial District

8.2 **Reinstatement from Rule 8.1 (b) Suspension.** Any Member who has been suspended from the Program pursuant to Rule 8.1(b) above may be reinstated in the Program after payment of all fees and submission of all required materials. The Directing Attorney may (i) recommend denial of reinstatement and continue the suspension; and/or (ii) may recommend reinstatement. The Directing Attorney shall submit recommendations to the ICDA Executive Committee for consideration and approval or disapproval of recommendations. Any action of the Directing Attorney may be appealed pursuant to Rules 8.5 through 8.6 below.

8.3 **Good Cause Suspension.** The Directing Attorney may suspend any Member from the Program for good cause, and/or may refer such Member to the appropriate ICDA Committee for its review of the Directing Attorney's recommendation whether to suspend the panel attorney for good cause.

Good cause includes, but is not limited to, the following.

a) Indictment on or conviction of a criminal charge involving moral turpitude;

b) Falsification of any material statement made to qualify for the Program or made in any report required by the Program or Court;

c) Failure to permit the Program to inspect the panel attorney's records as defined in Rule VII;

d) Failure to maintain eligibility and qualifications under these Rules;

e) Failure to handle Court appointed cases with professional competence and diligence;

f) Failure to comply with the State Bar Act or the Rules of Professional Conduct;

g) Abusive conduct to Program clients and/or staff;

h) Failure to comply with the Rules or Procedures of the Program;

i) Failure to appear personally for a substantive Court appearance, including the initial calendared arraignment date, without due notice to the ICDA Administrative Staff and to the Court;

j) Acceptance of a court appointment for a case **in a classification designated for a higher Grade attorney than the Member,**

k) Repeated late appearances for calendared Court dates;

l) Conduct which the Court deems inappropriate and/or repeated refusals by the Court to grant appointments to the Member;

m) Referring ICDA cases to non-ICDA panel members; and

n) Intentionally charging excessive fees to the Court.

o) Acceptance of an appointment directly by the Court which should have been made through the Program's rotational appointment system; and

p) Failure to appear for a scheduled Duty Day assignment will result in an automatic 90 day suspension from the date of the infraction unless good cause is shown,

q) Accepting and/or soliciting compensation outside of the ICDA rule regarding compensation for ICDA cases as follows:

No member of ICDA shall receive compensation in any manner on an ICDA appointed case other than that which is authorized by ICDA guidelines, and the Los Angeles County PACE payment system, and which is consistent with California State Bar rules. Should there be any question about ethical obligation, the member should confer with the Directing Attorney of the ICDA and the California State Bar.

r) Falsely representing the number of death penalty case **appointments to either ICDA or the Court.**

8.4 **Notice to Member of Suspension/Removal.** If a Member has been recommended for suspension or removal by the Directing Attorney pursuant to Rules 8.1(b) through 8.3 above, the Member shall be notified by the Program in writing within ten (10) working days of the action and the reasons therefor. The notification shall include a statement designating the suspensions/removal either "for a limited express term" or "a one year term" or removal from the program." If the suspension is designated as "for a limited express term," said notice shall include the date on which the suspension became effective, the term of the suspension, and the date on which the suspension is terminated and the member is reinstated to the Program. Said notice shall make reference to Rule 8.5 to ensure that the member is made aware of the automatic appeal process.

8.4.1 The system/procedure to be followed in the suspension/removal procedure is as follows:

a) Suspension: Length of suspension to be determined after full hearing before the ICDA Billing & Discipline Committee. The attorney may appeal the finding to the ICDA Executive Committee and appear before the Committee for a hearing, after which the Committee will either adopt the decision or revise it (either up or down). At the conclusion of the suspension, the lawyer will be returned to the active panel.

b) One (1) Year Suspension: Imposed for more serious violations after a full hearing before the Billing & Discipline Committee. The

attorney may appeal the finding to the ICDA Executive Committee and appear before the Committee for a hearing, after which the Committee will adopt the decision or revise it (either up or down). The attorney must appear before the ICDA Executive Committee and after a hearing , the Committee will determine whether to re-instate the attorney. There will be no appeal from this decision other than pursuant to Rule 8.5, 8.6, and 8.7 herein

c) Removal: Imposed for the most serious violations after a full hearing before the ICDA Billing & Discipline Committee. The attorney may appeal the finding to the ICDA Executive Committee, and appear before the Committee for a hearing, after which the Committee will adopt the decision or revise (either up or down). If the decision is adopted, the attorney is removed from the panel. There will be no appeal from this decision other than pursuant to Rule 8.5, 8.6. and 8.7 herein. After one year, the attorney is free to re-apply to the panel on the same basis as an attorney applying for the first time and the application will be sent to the ICDA Qualifications Committee for evaluation

8.5 **Member's Appeal to ICDA Executive Committee.** A Member will automatically be eligible to appeal to the ICDA Executive Committee from any recommendation of suspension or removal

8.6 **Review and Decision by ICDA Executive Committee.** Each member shall be given an opportunity to make a written or oral response to the ICDA Committee. A two-thirds (2/3) vote of a quorum of the ICDA Executive Committee members present and voting shall be required to make recommendations for reinstatement, suspension or removal of the member from the Program. The ICDA Committee shall render a decision in any such matter within sixty (60) days of the date of appeal unless time is extended with the panel attorney's consent. The panel attorney shall be notified in writing within ten (10) working days of the decision of the ICDA Executive Committee.

8.8 **De Novo Review.** Members who are suspended or removed from the panel, or who are otherwise the subject of adverse action by the ICDA Executive Committee may obtain de novo review by the Los Angeles Superior Court's De Novo Review Committee. The de novo review shall be conducted pursuant to procedures and guidelines adopted by the Court pursuant to Exhibit A-4, De Novo Review Procedures, of the Indigent Defense Contract and Exhibit A-5, Indigent Criminal Defense

Appointments Program Qualifications Committee Evaluation Guidelines, of the Indigent Defense Contract or such other procedures as the Court may adopt.

8.9 **Additional Rules.** **The Directing Attorney and/or the ICDA Committee** shall have the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

8.10 **Confidentiality.** All communications, deliberations and records of activities of the **Directing Attorney, the ICDA Committee, any designated subcommittees,** the Court's Attorney Screening Committee, and the Court's De Novo Review Committee shall be confidential.

RULE IX. APPOINTMENT PROCEDURES

9.1 **Panel Attorneys' Program Files.** A file for each panel attorney shall be maintained at the office of the Program.

9.2 **Duty Day and Arraignment Procedures:** The following arraignment procedures shall be employed.

a) Rules for the implementation of Duty Day procedures will be established by the Directing Attorney and administrative staff from time to time and are hereby incorporated into the Rules of Operation by reference.

b) Panel Attorney Grades I, II, III, IV or the Misdemeanor panel, shall be scheduled to appear in various courthouses throughout Los Angeles County as the Duty Day attorney to handle all matters in which the ICDA is appointed by the Court.

c) Grade V only panel attorneys shall not be scheduled for Duty Days, but shall receive appointments to Grade V cases from the ICDA Administrative Staff, pursuant to an existing Memorandum of Understanding between Los Angeles County and the Superior Court, approved by the County Board of Supervisors on November 17, 1992.

d) Attorney Grades I, II, III, IV, and the Misdemeanor panel, shall be present in the designated courthouse on their scheduled duty

day. Duty Day attorneys shall appear personally in the designated courthouse as scheduled by the ICDA administrative staff.

e) Attorney Grades I, II, III, IV, and the Misdemeanor panel, are assigned to duty days at least one month in advance. If unable to appear, panel attorneys must notify the ICDA Administrative Staff at least **two (2) court days** before the scheduled appearance date. In the event of any emergency, it is the attorney's responsibility to contact a substitute ICDA attorney and notify the administrative staff promptly of the substitution;

f) Cases that are handled by the ICDA attorney on a duty day shall be handled on behalf of the *panel* only. Attorney(s) may retain one case for ongoing representation. Remaining cases will be distributed to the next available attorney on the appropriate rotation list.

g) If the Court insists on appointing the Duty Day attorney on more than one case, he or she will be obliged to decline the appointment and inform the court of ICDA procedures. The case(s) will then be distributed to the next person on the applicable list. Attorneys who do not follow this procedure will be suspended.

h) In no event may an attorney receive a case involving multiple defendants where the attorney has represented any other of the defendants in that case at arraignment. Such cases must be referred to the ICDA Administrative Staff. The Attorney may accept another appropriate appointment on that day. All other cases shall be referred to the ICDA Administrative Staff for reassignment.

9.3 Appointment Procedures

a) Attorneys are responsible for retrieving all discovery files for appointed cases from the designated areas throughout the Los Angeles County in a timely manner. Failure to do so will result in the loss of that appointment and of the panel attorney's place in the rotation;

b) Attorneys who are not scheduled to Duty Days shall receive appointments on a rotational basis pursuant to the rotation schedule set forth in the ICDA Summary of Program Procedures. The first attorney contacted shall be given a reasonable time to respond to the ICDA call for a case appointment before another attorney is appointed to that case;

c) The Court shall have the right to deny an appointment to any attorney for any reason; however, generally, the Court will refer every case for which the Public Defender's office and Alternate Public Defender's office have declared a legal conflict of interest or unavailability to the ICDA Program;

d) If the attorney is unavailable when called, he/she retains his/her place in the rotation. The ICDA Administrative Staff shall note that the attorney was out and record the date and time of the call. After the attorney is unavailable on three (3) consecutive occasions, he/she shall automatically be placed at the end of the rotation. This process continues until an attorney is appointed.

e) If a attorney declines an appointment or if he/she is appointed, his/her name is then placed at the bottom of the rotation order;

f) The Court has the power to deviate from this selection process as the interests of justice or the efficient operation of the Court may demand;

g) All appointments shall be made without regard to race, color, age, religion, national origin or sex; and

h) It shall be the obligation of each attorney to whom a case is assigned to determine at the outset whether a conflict of interest exists and, if so, to report such determination to the Program and the Court and thereupon facilitate the referral of the case to the next available attorney.

i) Attorneys who are required to appear in a particular courthouse shall report to the scheduled Court(s) by 8:30 a.m., **or by the time designated by the particular court,** on their Duty Day. Attorneys shall notify the clerk(s) of the Court(s) that they are the ICDA panel members for that day;

j) The ICDA Administrative Staff must be notified of any change to the Duty Day calendar. If the attorney has not made arrangements to trade dates at least two

(2) days in advance of the arraignment date in question, the attorney shall notify the ICDA Administrative Staff;

k) Attorneys must provide upon request by the ICDA Director a copy of all requests for payment concurrent with their submission to the Court on ICDA appointed cases;

l) Attorney must appear in Court on the date calendared by the ICDA administrative staff and accept one or two case(s) within his/her Attorney Grade, in which there are no more than three (3) defendants. Attorney agrees to represent all other cases arraigned that day for the purposes of arraignment only. He/she further agrees to provide all necessary information regarding each client represented at arraignment to the ICDA Administrative Staff.

Rule X. AMENDMENT

10.1 The Program's Rules of Operations, procedures (refers to any procedures for any of the functions, etc. of the ICDA Program), and Application Agreement (refers to the application for membership sent to a new lawyer applying for membership in the ICDA Program) may be amended from time to time by the Directing Attorney and approved by a majority vote of the ICDA Committee. Any amendment to these Rules of Operation shall, following adoption, be distributed to all panel attorneys who shall be bound thereby.

Rule XI. ASSOCIATE COUNSEL

11.1 The preceding provisions shall apply to Associate Counsel or co-counsel appointed pursuant to 987(d) of the Penal Code.

11.2 When 987(d) co-counsel is appointed in an ICDA case, said co-counsel <u>must</u> be an ICDA panel member. Co-counsel may be chosen from Attorney Grades I, II, III, IV, V or from the Misdemeanor panel.

Rule XII. CIVIL ASSET FORFEITURE

12.1 No attorney will be prohibited from representing, or continuing to represent, a Court-appointed client on a concomitant civil asset forfeiture proceeding, provided the attorney complies with the following:

12.2 The fee agreement for the concomitant civil asset forfeiture proceeding is on a straight **contingency** fee contract.

A. The contract is in writing and in compliance with Business and Professions Code Section 6148.

B. The attorney makes written disclosure to the client that:

1. The County of Los Angeles will be notified whenever a civil asset forfeiture proceeding has been concluded in the client's favor and the specific amount recovered;

2. The County of Los Angeles may seek reimbursement of attorneys fees paid to attorney in the criminal case.

C. The client acknowledges in writing that he or she is aware:

1. of the attorney's obligation to inform the County of Los Angeles of any recovery in the civil asset forfeiture proceeding;

2. that County of Los Angeles may require the client to reimburse fees paid to the attorney for the client's representation in the criminal proceeding.

CLASSIFICATION OF ATTORNEYS

Attorneys will be eligible to receive appointments according to their classification as follows:

Misdemeanor Attorneys shall be eligible to receive appointments to all misdemeanor cases.

Grade I Attorneys shall be eligible to receive appointments to **Grade I cases only.** Grade I cases shall be:

*All felonies not designated as Grade II, III, IV or V
*All Vehicle Code offenses except homicides
*All Business and Professions Code felony filings
*P.C. 270 cases

Up to 7 years max sentencing time

Grade II Attorneys shall be eligible to receive appointments to **Grade II and Grade I.**
Up to 14 years max sentencing time

Grade III Attorneys shall be eligible to receive appointments to **Grade III cases and Grade II cases**. Grade III cases include the following; except when they have been designated as Grade IV cases:

*Any complaint filed with more than seven counts on our defendant regardless of the actual charge (except for Grade V cases).
*Any complaint for which more than two sentence enhancements are alleged.
*All conspiracies (P.C. 182) except where the underlying charge is a Grade I charge.
*All cases where forfeiture of money or property is involved.
*All P.C. 211 cases with more than three counts of 211 filed against our defendant.
*All cases where the time estimate for the duration of the Preliminary Hearing is in excess of 6 weeks.

Up to 25 years max sentencing time

Grade IV Attorneys shall be eligible to receive appointments to **Grade IV cases, Grade III cases and Grade II cases**. Grade IV cases shall include:

*All cases in which a third strike is alleged (P.C. 667).
*All non-special circumstance (Grade V) murder cases.
*All complex crimes involving protracted litigation with approval of the Court.
*Treason under Penal Code section 37

*Kidnapping causing GBI or death or under circumstances likely to cause GBI or death under Penal Code section 209(a)
*Attempted murder of a police officer under Penal Code section 217.1
*Train-wrecking under Penal Code section 218
*Train de-railing under Penal Code section 219
*Assault of a child under 8 years of age resulting in death under Penal Code section 273(a, b)
*Explosion causing death under Penal Code section 12310(a)
*All cases alleging an enhancement under Penal Code section 12022.53(d) (personally discharging a firearm causing great bodily injury or death)
*All sex offenses alleging an enhancement under Penal Code section 667.61 (sex offense special circumstances)
*All sex offenses alleging an enhancement under Penal Code section 667.7 (habitual sex offender causing GBI or using force likely to produce GBI)
*All sex offenses alleging an enhancement under Penal Code section 667.71 (habitual sex offender)
*Attempted First Degree Murder under Penal Code section 664/187
*Gross Vehicular Manslaughter with prior DUI conviction under Penal Code section 191.5(d)
*Aggravated Mayhem under Penal Code section 205
*Torture under Penal Code section 206.1
*Kidnapping under Penal Code section 209(a) not causing GBI or death
*Kidnapping under Penal Code section 209(b)
*Kidnapping during commission of carjacking under Penal Code section 209.5
*Aggravated sexual assault of a child under Penal Code section 269
*All sex offenses alleging enhancement under Penal Code section 667.51(d) for prior sex offense convictions (P.C. 667.71 and P.C. 667.72)
*All drug offenses alleging an enhancement under Penal Code section 667.75 (drug offenses involving minors with prior convictions)
*Explosion causing mayhem or GBI under Penal Code section 12310(b)
*All second strike cases alleging any of the above offenses or enhancements
*Any of the above substantive offenses in combination with an enhancement allegation under Penal Code sections 12022.53(b) or (c)

25 years and over max sentencing time
3 strikes automatically Grade 4

Grade V Attorneys shall be approved by the Los Angeles Superior Court and are eligible to receive appointments to Capital Cases. Grade V cases shall include:

*P.C. 187 with special circumstances where the penalty is death is a possible sentence.

DE NOVO REVIEW PROCEDURES

Qualifications Committee

Under the ICDA Qualification's Committee Review Process, in order for an attorney to obtain an upgrade or if there is a question concerning their qualifications these are the following procedures that they follow:

1. The Committee contacts the Courts in question and speaks to the Judges.
2. The office looks up other cases that have been assigned to that attorney.
3. We seek to determine whether other attorneys have tried cases with that particular person and get their opinions on their Court conduct and trial process.
4. On occasion we have contacted the PD or DA's Office to get their opinions on cases they may have tried with that attorney as well.
5. We check to see if there are any other complaints filed by the Courts.

If there are no negative responses given toward that attorney, the Committee does not proceed any further. If there are some negative responses or questions, the Committee will call in that attorney and conduct an oral interview on the circumstances surrounding the complaints. The decisions made by the Committee determine whether that person is qualified for an upgrade, for the grade to remain the same or should be downgraded.

If the attorney does not agree with the decision of the Qualifications Committee, the attorney can appeal to the Executive Committee. Once the Executive Committee reviews the information and hears what that attorney has to say and if they make a decision to uphold the original decision, and that person still wants to appeal, they can appeal to the Judiciary Committee.

The Committee is comprised of members of the panel that are all grade levels including Grade V.

INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM QUALIFICATION COMMITTEE EVALUATION GUIDELINES

All attorneys seeking admission to the Los Angeles County attorney panel to handle cases under the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association shall submit an application to the ICDA. The applications shall be reviewed by the ICDA Directing Attorney and referred to the ICDA Qualifications Committee for review. Only applicants meeting all the criteria listed below will be eligible for membership on the ICDA panel:

All applicants will be evaluated using the same criteria:

1. Demonstrated professionalism, competency and experience to handle complex felony trials.

2. Demonstrated ethical standards above question.

3. Demonstrated court behavior not inconsistent with bringing court matters to trial without undue delay, i.e.;

   (a) Appears in court promptly at time set;
   (b) Manages calendars in fashion to prevent trial conflicts arising on a regular basis; and
   (c) Prepares early to proceed without causing undue delay.

4. Demonstrated appropriate accounting practices including maintenance of adequate documentation for court provided funds and credible billing records.

5. Demonstrated billing practices which bill for time spent necessary to properly represent the defendant in a manner not inconsistent with the amount of time spent by other counsel with similarly situated defendants.

6. Meets minimum Panel requirements of the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association.

Consistent with the policies of the Court and the County of Los Angeles as set forth in the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association, outreach efforts will be pursued to ensure equal access by minority and women attorneys for inclusion on the panel.

LIST OF COVERED COURTS

Courthouse Name	Courthouse Address
Airport Courthouse	11701 S. La Cienega, Los Angeles, CA 90045
Alhambra Courthouse	150 West Commonwealth, Alhambra, CA 91801
Avalon Courthouse	215 Sumner Avenue, P.O. Box 677, Avalon, CA 90704
Bellflower Courthouse	10025 East Flower Street, Bellflower, CA 90706
Beverly Hills Courthouse	9355 Burton Way, Beverly Hills, CA 90210
Burbank Courthouse	300 East Olive, Burbank, CA 91502
Central Arraignment Courts	429 Bauchet St., Los Angeles, CA 90012
Central Civil West Courthouse	600 South Commonwealth Ave., Los Angeles, CA 90005
Chatsworth Courthouse	9425 Penfield Ave., Chatsworth, CA 91311
Clara Shortridge Foltz Criminal Justice Center	210 West Temple Street, Los Angeles, CA 90012
Compton Courthouse	200 West Compton Blvd., Compton, CA 90220
Downey Courthouse	7500 East Imperial Highway, Downey, CA 90242
East Los Angeles Courthouse	4848 E. Civic Center Way , Los Angeles, CA 90022
El Monte Courthouse	11234 East Valley Blvd., El Monte, CA 91731
Glendale Courthouse	600 East Broadway, Glendale, CA 91206
Hollywood Courthouse	5925 Hollywood Blvd., Los Angeles, CA 90028
Huntington Park Courthouse	6548 Miles Ave, Huntington Park, CA 90255
Inglewood Courthouse	One Regent Street, Inglewood, CA 90301
Inglewood Juvenile Courthouse (Delinquency)	110 Regent Street, Inglewood, CA 90301
Long Beach Courthouse	415 West Ocean Blvd., Long Beach, CA 90802
Los Padrinos Juvenile Courthouse (Delinquency)	7281 East Quill Drive, Downey, CA 90242
Malibu Courthouse	23525 Civic Center Way, Malibu, CA 90265
Mental Health Courthouse	1150 North San Fernando Rd, Los Angeles, CA 90065
Metropolitan Courthouse	1945 South Hill Street, Los Angeles, CA 90007
Michael Antonovich Antelope Valley Courthouse	42011 4th Street West, Lancaster, CA 93534
Norwalk Courthouse	12720 Norwalk Blvd., Norwalk, CA 90650
Pasadena Courthouse	300 East Walnut Ave., Pasadena, CA 91101
Pomona Courthouse South	400 Civic Center Plaza, Pomona, CA 91766
Pomona Courthouse North	350 West Mission Blvd., Pomona, CA 91766
San Fernando Courthouse	900 Third Street, San Fernando, CA 91340
San Pedro Courthouse	505 South Centre Street, San Pedro, CA 90731
Santa Clarita Courthouse	23747 West Valencia Blvd., Santa Clarita, CA 91355
Santa Monica Courthouse	1725 Main Street, Santa Monica, CA 90401
Stanley Mosk Courthouse	111 North Hill Street, Los Angeles, CA 90012
Sylmar Juvenile Courthouse (Delinquency)	16350 Filbert Street, Sylmar, CA 91342
Torrance Courthouse	825 Maple Ave., Torrance, CA 90503
Van Nuys Courthouse East	6230 Sylmar Ave., Van Nuys, CA 91401
Van Nuys Courthouse West	14400 Erwin Street Mall, Van Nuys, CA 91401
West Covina Courthouse	1427 West Covina Parkway, West Covina, CA 91790
West Los Angeles Courthouse	1633 Purdue Ave., Los Angeles, CA 90025
Whittier Courthouse	7339 South Painter Ave., Whittier, CA 90802

INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM BILLING GUIDELINES

What you cannot do:

1. Double bill for your time: i.e., if you read the police reports for one case while waiting in court on another, you may only bill for that time on one of the cases.
2. Bill for work not performed.
3. Bill for the cost of a telephone call and for the time spent on the call.
4. Bill above the agreed upon rates as set forth in the Agreement for Adult Indigent Criminal Defense Appointments Program County-wide Adult Indigent Criminal Defense Services entered between the County of Los Angeles and the Los Angeles County Bar Association.
5. Double bill for research performed on one case that is also used in another.
6. Bill for travel time except for travel time to and from the Pitchess jail complex in Castaic. You may bill for either the actual time spent traveling or one hour, whichever is less. Any additional travel time must be pre-approved before it may be claimed.
7. Bill above the approved guidelines for daily work and daily court time without specific approval from the judge to whom the case is assigned. The daily hourly billing guideline is 10 hours, including court time. The court day is 6.5 hours.
8. Engage an expert or investigator without prior approval of the judge to whom the case is assigned.
9. Bill separately for appearances made on previously appointed cases during a per-diem duty day. Billing for those appearances constitutes double-billing.
10. Bill for parking or gas expenses
11. Bill for waiting time other than time actually spent in the courtroom waiting for the specific case to be called. Time spent outside the courtroom may not be claimed as waiting time.

What you must do:

1. Bill in time increments of 6 minutes (1/10 of an hour)
2. Be personally present for any billable court appearances on an ICDA assigned case, i.e., ***do not*** submit a bill for an appearance made by another lawyer.
3. Retain receipts for all expenses and attach copies to the bill.
4. When requesting supplemental funds for an investigator or expert, submit your request in writing detailing what work has been done, what remains to be done and the estimated cost. If you have to disclose privileged information, file the request under seal.
5. Submit all claims for services **within 30 days** of the last activity on that case.

What you should do:

1. Keep adequate notes of all work performed so you can justify your bill.
2. Submit a detailed narrative of your work performed on any bill over $2,500.

INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
HOURLY COMPENSATION RATES

Rates Effective: July 1, 2014

• **Misdemeanor**	**$74.00**
• **Grade 1**	**$80.00**
• **Grade 2**	**$86.00**
• **Grade 3**	**$93.00**
• **Grade 4**	**$106.00**
• **Grade 5 (Capital Case Panel)**	*

* **Pursuant to an existing Memorandum of Understanding between Los Angeles County and the Superior Court, approved by the County Board of Supervisors on November 17, 1992, and any later amendments and/or addenda.**

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Overall compliance with Scope of Work. Exhibit A, SOW, Section 1.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for the administration of indigent representation. Exhibit A, SOW, Section 1.2, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for the establishment of the ICDA panel. Exhibit A, SOW, Section 1.3, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Maintain compliance with specific requirements for the services to be provided. Exhibit A, SOW, Section 1.4, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for the billing for administrative fees. Exhibit A, SOW, Section 1.5, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for the compensation for ICDA attorneys. Exhibit A, SOW, Section 1.6, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Maintain compliance with specific requirements for an annual audit. Exhibit A, SOW, Section 1.7, of this Contract and Paragraph 8.38, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for assurances. Exhibit A, SOW, Section 1.8, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for cooperation in recovering 987.8 costs. Exhibit A, SOW, Section 1.9, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files	Up to $100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Maintain compliance with specific requirements for visits. Exhibit A, SOW, Section 1.10, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files	Up to $100 per occurrence
Maintain compliance with specific requirements for client fees. Exhibit A, SOW, Section 1.11, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain compliance with specific requirements for refusal to appoint. Exhibit A, SOW, Section 1.12, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence
Maintain Quality Control Plan. Exhibit A, SOW, Section 3.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files ▪ User Complaints	Up to $100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	PERFORMANCE INDICATOR	STANDARD	ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTIONS FOR FAILURE TO MEET THE AQL
Maintain Quality Assurance Plan specific requirements to attend meetings. Exhibit A, SOW, Section 4.1, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Attendance	Up to $100 per occurrence
Notify in writing of any change in name or address of the Contractor Project Manager. Paragraph 7.0, of this Contract.	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation	Up to $100 per occurrence
Obtain County's written approval prior to subcontracting any work. Paragraph 8.40, of this Contract	County/Contractor records	Adhere to County requirements	100%	▪ Inspection and Observation ▪ Information from Contractor Reports ▪ Inspection of Files User Complaints	Up to $100 per occurrence; possible termination for default of Contract

EXHIBIT B

PRICING SHEET

PRICING SHEET

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM
COUNTY-WIDE ADULT INDIGENT DEFENSE SERVICES

LOS ANGELES COUNTY BAR ASSOCIATION
ADMINISTRATIVE FEE

Position Classifications	Number of Positions
Directing Attorney	1
Manager of Operations	1
Senior Computer Program Assistant	1
Program Administrators	3
Total Administrative Positions for the ICDA Program	**6**

Annual Contract Period	Maximum Annual Contract Sum
Year 1: Administrative Fee Effective July 1, 2014	$750,000
Year 2: Administrative Fee Effective July 1, 2015	TBD*
Year 3: Administrative Fee Effective July 1, 2016	TBD*
Year 4: Administrative Fee Effective July 1, 2017	TBD*
Year 5: Administrative Fee Effective July 1, 2018	TBD*
TOTAL	**NOT TO EXCEED $3,950,000****

* Year 2 through Year 5 of the contract term shall be based upon a three percent (3%) increase in administrative salaries and employee benefits approved by the County for the prior year Maximum Annual Contract Sum and a one and a half percent (1½%) increase in administrative services and supplies related to the ICDA Program approved by the County for the prior year Maximum Annual Contract Sum, provided that the total annual increase in the annual administrative fee shall not exceed $20,000.

** The total of all Maximum Annual Contract Sums for the initial five year term of the Contract, Year 1 through Year 5, shall not exceed $3,950,000. The two one-year renewal options are not included in this total.

EXHIBIT C

(Intentionally Omitted)

CONTRACTOR'S EEO CERTIFICATION

Los Angeles County Bar Association - ICDA program
Contractor Name

1055 West 7th St., Suite 2700, Los Angeles, CA 90017
Address

95-0947340
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

W. Clark Brown, General Counsel
Authorized Official's Printed Name and Title

W. Clark Brown
Authorized Official's Signature

5/30/14
Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROGRAM DIRECTOR:

Name: Sheila Williams
Title: Manager, CEO
Address: County of Los Angeles Chief Executive Office
500 W. Temple St., Rm. 750
L.A., CA 90012
Telephone: (213) 974-1155
E-Mail Address: swilliams@ceo.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: Veronica Ivory Cox
Title: Principal Analyst, CEO
Address: County of Los Angeles Chief Executive Office
500 W. Temple St., Rm. 750
L.A., CA 90012
Telephone: (213)
E-Mail Address: vcox@ceo.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Los Angeles County Bar Association
CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Sally Suchil
Title: Executive Officer
Address: 1055 W. 7th Street, 27th Floor
Los Angeles, CA 90017
Telephone: (213) 896-6437
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Ezekiel P. Perlo
Title: Directing Attorney
Address: 1055 W. 7th Street, 27th Floor
Los Angeles, CA 90017
Telephone: (213) 896-6437
Facsimile: _____
E-Mail Address: _____

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

Notices to Contractor shall be sent to the following:

Name: Ezekiel P. Perlo
Title: Directing Attorney
Address: 1055 W. 7th Street, 27th Floor
Los Angeles, CA 90017
Telephone: (213) 896-6437
Facsimile: _____
E-Mail Address: _____

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Los Angeles County Bar Assoc. 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: W. Clark Brown DATE: 05/30/14

PRINTED NAME: W. Clark Brown POSITION: General Counsel

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.

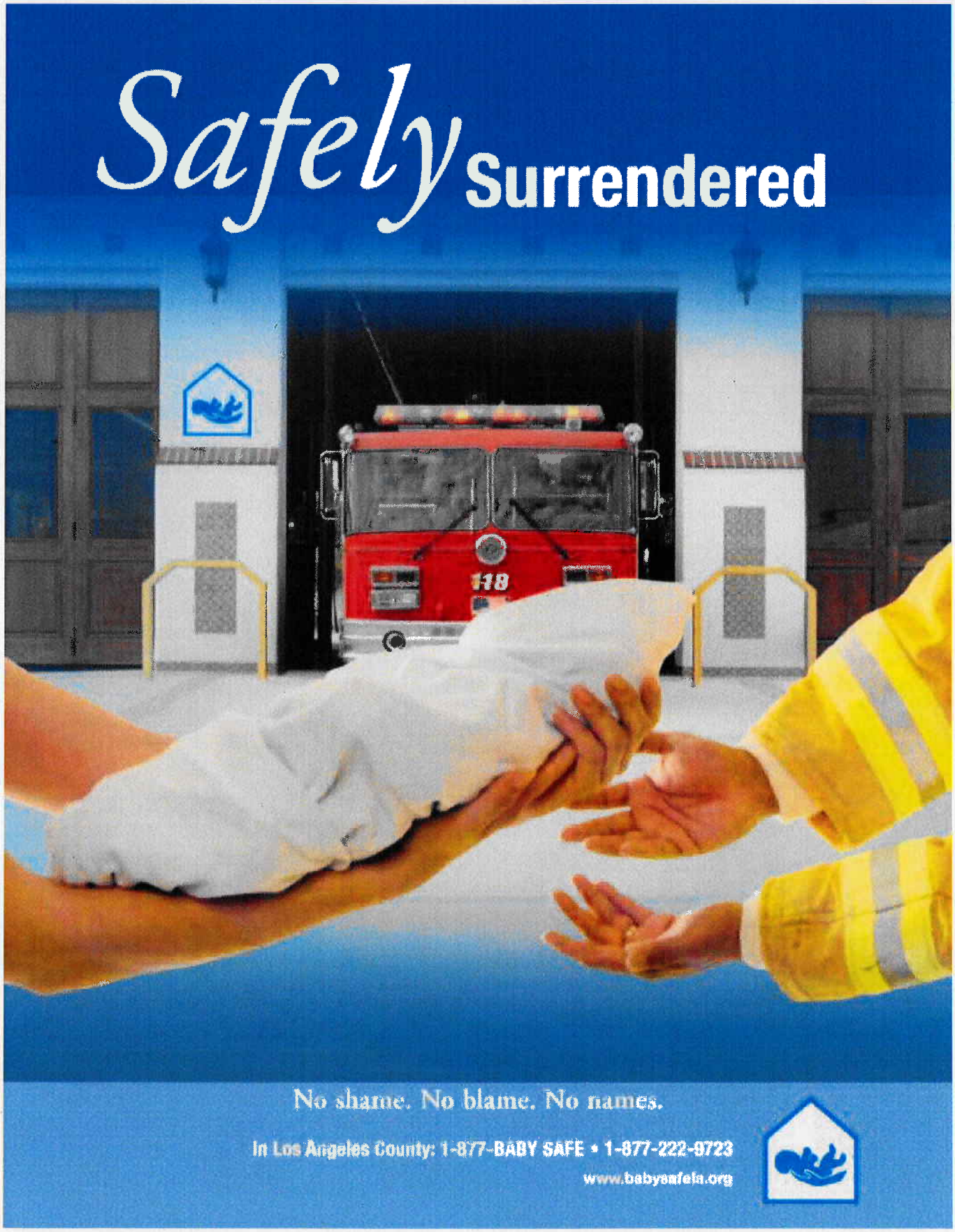
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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


Safely Surrendered
118
No shame. No blame. No names.
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.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

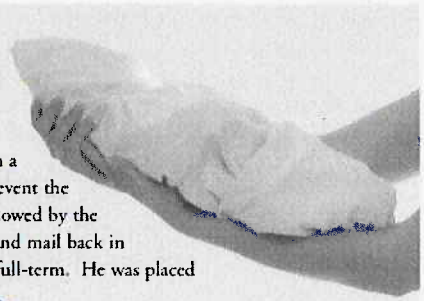
What happens to the parent or surrendering adult?

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

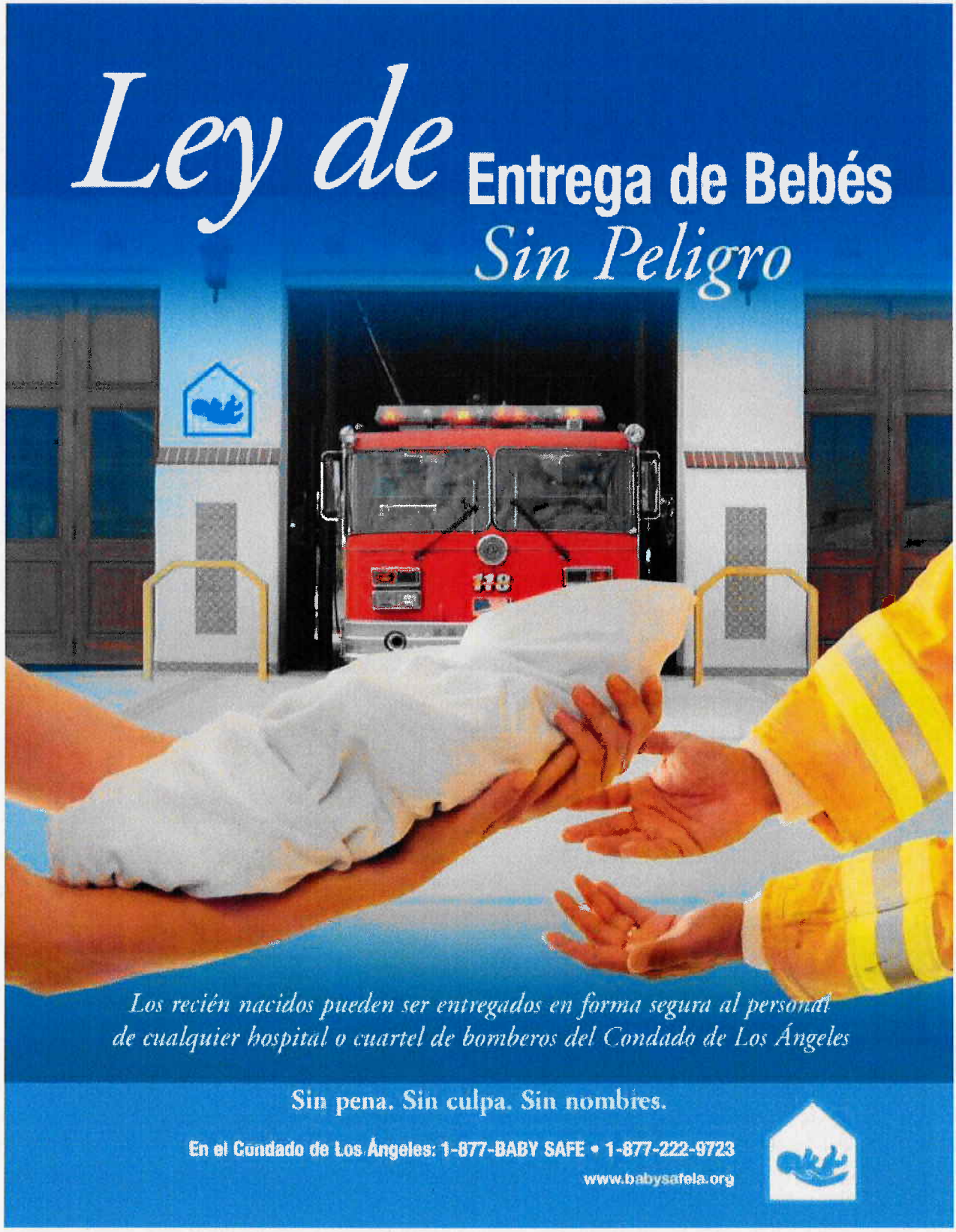
Why is California doing this?

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
118
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
www.babysafela.org

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.

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or

transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103,

limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

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

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is

Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate

Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on

behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

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

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

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

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a

Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as

whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

14. INDEMNIFICATION

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

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

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

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work

Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in

Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate,

shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

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

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

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

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

SOLE SOURCE CHECKLIST

*Please refer to Board Policy #5.100, Sole Source Contracts, for further reference

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➢ Only one bona fide source for the service exists; performance and price competition are not available.
	➢ Quick action is required (emergency situation).
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is most cost-effective to obtain services by exercising an option under an existing contract.
√	➢ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➢ Other reason. Please explain:

Chief Executive Office

Date 5/29/14