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Interim Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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March 03, 2015

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:

**COMMUTER BENEFIT PLAN APPROVAL OF CONTRACT FOR THIRD-PARTY
ADMINISTRATIVE SERVICES
ALL DISTRICTS
(3 VOTES)**

SUBJECT

Recommendation to approve a contract with WageWorks, Inc. to perform third-party administrative services related to the Commuter Benefit Plan (Plan). The Plan allows County employees to purchase public transit passes and to pay for parking at approved lots on a tax-free basis as permitted by federal tax law.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Mayor to sign the attached Contract for third-party administrative services for the Commuter Benefit Plan with WageWorks, Inc. commencing upon the date of approval by the Board or March 24, 2015, whichever is later, and terminating on March 23, 2018, with two one-year renewal options.
2. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Contract for third-party administrative services for the Commuter Benefit Plan that exercise the two one-year option periods upon approval as to form by County Counsel.
3. Authorize the Chief Executive Officer, or designee, to approve and execute amendments to the Contract for third-party administrative services for the Commuter Benefit Plan for: (a) non-material changes; (b) modifications related to assignments of the Contract for third-party administrative services for the Commuter Benefit Plan pursuant to Sub-paragraph 8.2.1 of the Contract for third-party administrative services for the Commuter Benefit Plan; and (c) additions and/or changes to

certain County of Los Angeles standard terms and conditions as required by the Board of Supervisors or its designee upon approval as to form by County Counsel.

4. Instruct the Auditor-Controller to make the payroll system changes necessary to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide third-party administrative services for the Commuter Benefit Plan for the County of Los Angeles (County) and to replace the existing contract with WageWorks, Inc. which is set to expire on March 23, 2015. The recommended actions are a result of a competitive bid proposal process. The recommended Contract will commence on March 24, 2015, or on the date of approval by the Board, whichever is later, and will terminate on March 23, 2018, with two one-year renewal options.

On March 23, 2010, the Board approved the establishment of the Commuter Benefit Plan (Plan) which is a pre-tax transportation benefit designed to encourage County employees to use public transportation to and from work. Specifically, it provides a pre-tax deduction that can be utilized toward public transportation expenses such as commuting vouchers, train or bus passes, and vanpools.

In conjunction with the establishment of the Plan, the Board also approved a third-party administrator (TPA) contract with Fringe Benefits Management Company (FBMC) to be the day-to-day Plan administrator for a three-year term with two (2) one-year renewal provisions. In December 2010, FBMC was acquired by WageWorks, Inc. and continued business operations as "Fringe Benefits Management Company, a Division of WageWorks".

What the TPA Does

Administrative services to be provided through the recommended Contract are substantially the same as those services set out in the original agreement with FBMC. This includes the enrollment of employees into the Plan by either telephonic or through the WageWorks, Inc. website portal; the processing and mailing of transit agency purchases including the mailing of pertinent materials to participants' home addresses; and answering general inquiries and resolving problems received via phone, mail, and through the website. In addition, the new Contract will accommodate the payment of parking expenses on a pre-tax basis to the extent those expenses are applicable to the use of public transportation (e.g., parking expenses at train and bus stations). Approval of this new Contract will ensure the seamless continuation of the existing TPA services and the addition of the new parking coverage.

The Plan operates in similar fashion to other pre-tax employee benefit plans where employee costs are deducted on a pre-tax basis (before federal, state, and Hospital Insurance Taxes are calculated) up to Internal Revenue Code (IRC) limits. The 2015 pre-tax limits for qualified transportation benefit programs are \$130 per month for direct transportation costs and \$250 per month for related parking costs. Commuting costs that exceed the IRC limits will be deducted from participating employees' paychecks on an after-tax basis. The WageWorks, Inc. platform gives employees several options for paying these expenses including a monthly pre-payment option, a commuter card that has a stored value much like a debit card, or a post-purchase reimbursement option.

Introduction of Transportation Subsidy

The current Fringe Benefit Memoranda with Service Employees International Union (SEIU) Local 721 and the Coalition of County Unions provide for County expenditure of up to \$200,000 per year toward the mitigation of commuting problems, including the provision of economic incentives for the use of public transportation. This expenditure is subject to the recommendations of joint union/management committees established to evaluate the various needs in these areas, and authorization by the Chief Executive Office (CEO). The discussions with SEIU Local 721 have focused on the use of this money to provide a limited transportation subsidy for participants in the Plan. Discussions with the Coalition of County Unions are still pending.

Further details on these matters will be provided to the Board by separate communication, but it should be noted, here, that WageWorks, Inc. is fully prepared to accommodate the introduction of a transportation subsidy.

Implementation of Strategic Plan Goals

The recommended action requested herein is consistent with the County's Strategic Goal 2 – Community Support and Responsiveness (Strategic Initiative 5: Net-Zero Energy). Specifically, by promoting "Green Programs" and the use of public transportation, it reduces fossil fuel and fossil-fuel-based energy consumption in the community.

FISCAL IMPACT/FINANCING

The cost of administering the Commuter Benefit Plan is borne entirely by the participating County employees via administrative fees paid to WageWorks, Inc. Accordingly, there is no Net County Cost to continue the Plan. The administrative fee for the recommended Contract is \$3.74 per month, reduced from \$4.40 per month from the current contract. WageWorks, Inc. will provide the County participants with e-mail notification of the reduced administrative fee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has continuously contracted for third-party administrative services for the Commuter Benefit Plan since 2010. The Chief Executive Office currently contracts for third-party administrative services for the Commuter Benefit Plan under existing Contract No. 77255, which was approved by the Board on March 23, 2010. The recommended Contract will provide continued third-party administrative services for the Commuter Benefit Plan for the County.

The Contract includes all required Board contract provisions and has been approved as to form by County Counsel. The CEO's Risk Management Office has reviewed the insurance coverage, indemnification, and liability provisions included in the contract. The Auditor-Controller's office has reviewed the financial statements of the Contractor. The Chief Information Office has reviewed the applicable sections including Background and Security Investigations, Confidentiality and Data Destruction.

The Commuter Benefit Plan is a qualified transportation benefit program under Section 132(f) of the Internal Revenue Code and provides for pre-tax payroll deductions for public transit and parking expenses.

CONTRACTING PROCESS

On September 5, 2014, the CEO released a Request for Proposals (RFP) for Third-Party Administrative Services – Commuter Benefit Plan, posting the solicitation and contracting opportunity announcement on the County’s “Doing Business With Us” website. Advertisements were also placed in the Los Angeles Times, Daily News Los Angeles, Long Beach Press Telegram, La Opinion, Acton Agua Dulce Weekly News, and the Los Angeles Sentinel.

On October 3, 2014, two vendors attended the optional Proposers Conference. The proposal submission deadline was October 24, 2014. A total of three firms responded with proposals submitted by the due date: WageWorks, Inc., Buck Consultants, and Commuter Benefit Solutions. The proposals were reviewed using an initial screening on a pass/fail basis to determine if the proposals met the minimum requirements. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. Additionally, the proposals were evaluated and scored using a standard evaluation tool and rated on the following criteria: proposer’s qualifications, proposer’s approach to providing required services and green initiatives; proposer’s quality control plan; exceptions to the terms and conditions of the sample contract and/or requirements of the statement of work; and cost. The evaluation was conducted by an Evaluation Committee comprised of members from the CEO, Department of Human Resources, and a representative from SEIU Local 721. A representative from the Coalition of County Unions was invited but did not participate in the evaluation. The proposal submitted by WageWorks, Inc. was the highest ranked, most responsive, and deemed beneficial to the County based on their planned level of services and capability. Debriefings were offered to the two non-recommended proposers, Buck Consultants and Commuter Benefit Solutions, and both proposers requested and received debriefings.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

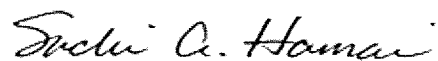
Approval of the recommended Contract will continue the provision of third-party administrative services for the Commuter Benefit Plan for the County. Additionally, the recommended Contract lowers the monthly administrative fee for plan participants and includes a parking benefit which will allow County employees to pay their parking costs on a pre-tax basis.

The Honorable Board of Supervisors

3/3/2015

Page 5

Respectfully submitted,

A handwritten signature in cursive script that reads "Sachi A. Hamai".

SACHI A. HAMAI

Interim Chief Executive Officer

SAH:JJ:MTK

SM:LSB:mst

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Chief Information Office
Human Resources



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WAGeworks, INC.

FOR

**THIRD PARTY ADMINISTRATIVE SERVICES
COMMUTER BENEFIT PLAN**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	1
2.0	DEFINITIONS	2
3.0	WORK	3
4.0	TERM OF CONTRACT	3
5.0	CONTRACT SUM	4
6.0	ADMINISTRATION OF CONTRACT- COUNTY	6
6.1	COUNTY'S PROJECT DIRECTOR	6
6.2	COUNTY'S PROJECT MANAGER	6
6.3	COUNTY'S CONTRACT PROJECT MONITOR	6
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1	CONTRACTOR'S PROJECT MANAGER	7
7.2	APPROVAL OF CONTRACTOR'S STAFF	7
7.3	BACKGROUND AND SECURITY INVESTIGATIONS	7
7.4	CONFIDENTIALITY	8
8.0	STANDARD TERMS AND CONDITIONS	11
8.1	AMENDMENTS	11
8.2	ASSIGNMENT AND DELEGATION	11
8.3	AUTHORIZATION WARRANTY	12
8.4	BUDGET REDUCTIONS	12
8.5	COMPLAINTS	13
8.6	COMPLIANCE WITH APPLICABLE LAW	14
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	14
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	15
8.9	CONFLICT OF INTEREST	16
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	17
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	17
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	18
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	21
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	21
8.16	EMPLOYMENT ELIGIBILITY VERIFICATION.....	22
8.17	FACSIMILE REPRESENTATIONS.....	22
8.18	FAIR LABOR STANDARDS	22
8.19	FORCE MAJEURE	23
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	23
8.21	INDEPENDENT CONTRACTOR STATUS.....	24
8.22	INDEMNIFICATION.....	24
8.23	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	25
8.24	INSURANCE COVERAGE	29
8.25	LIQUIDATED DAMAGES	31
8.26	MOST FAVORED PUBLIC ENTITY	32
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	32
8.28	NON EXCLUSIVITY.....	34
8.29	NOTICE OF DELAYS	34
8.30	NOTICE OF DISPUTES	34
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	34
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	34
8.33	NOTICES.....	35
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	35
8.35	PUBLIC RECORDS ACT	35
8.36	PUBLICITY	36
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	36
8.38	RECYCLED BOND PAPER.....	37
8.39	SUBCONTRACTING	38
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	39

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.41	TERMINATION FOR CONVENIENCE	39
8.42	TERMINATION FOR DEFAULT	40
8.43	TERMINATION FOR IMPROPER CONSIDERATION.....	41
8.44	TERMINATION FOR INSOLVENCY.....	42
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	43
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	43
8.47	VALIDITY.....	43
8.48	WAIVER.....	43
8.49	WARRANTY AGAINST CONTINGENT FEES.....	43
8.50	WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	44
8.51	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	44
8.52	TIME OFF FOR VOTING	44
9.0	UNIQUE TERMS AND CONDITIONS	45
9.1	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	45
9.2	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	46
9.3	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM....	47
9.4	DATA DESTRUCTION	48
9.5	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	49
SIGNATURES		51

TABLE OF CONTENTS

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C EXHIBIT 2 OF APPENDIX C (PRS CHART)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
WAGeworks, INC.
FOR
THIRD-PARTY ADMINISTRATIVE SERVICES
COMMUTER BENEFIT PLAN**

This Contract and Exhibits made and entered into this 24th day of March, 2015 by and between the County of Los Angeles, hereinafter referred to as County and WageWorks, Inc., hereinafter referred to as Contractor. WageWorks is located at San Mateo, CA.

RECITALS

WHEREAS, the County desires to offer its employees access to the Commuter Benefit Plan to permit County employees the benefit of using pre-tax dollars, within Internal Revenue Services (IRS) guidelines, for payment of their commuter expenses; and

WHEREAS, the provision and administration of such Commuter Benefit Plan requires special skills and expertise in the area of program promotion, marketing, and records administration services; and

WHEREAS, CONTRACTOR possesses skills, experience, education, competency, staff, and resources necessary to assist COUNTY with its Commuter Benefit Plan administration and records management; and

WHEREAS, COUNTY, pursuant to the California Government Code Section 31000.8, is authorized to contract with private firms to perform such services.

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, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or

description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Exhibit 2 of Appendix C (PRS Chart)
- 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 - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, 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 five (5) years. Each such option and extension shall be exercised at the sole discretion of the Chief Executive Officer or his/her designee.

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

- 4.3 The Contractor shall notify the 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 the Chief Executive Office at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

5.1 PAYMENT PURSUANT TO PRICING SCHEDULE

The County shall pay the Contractor as set forth in the fee schedule for all materials/services covered under this Contract as shown as Exhibit B, Pricing Schedule.

- 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 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 INVOICES AND PAYMENTS

- 5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.5 All invoices under this Contract shall be submitted to the following address:

COUNTY OF LOS ANGELES
Eliza Carrillo, Senior Human Resources Manager
Department of Human Resources
3333 Wilshire Boulevard, Suite 1000
Los Angeles, California 90010

5.4.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project 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.

5.4.7 LOCAL SMALL BUSINESS ENTERPRISES (SBES) – PROMPT PAYMENT PROGRAM (IF APPLICABLE)

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

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

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

6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 COUNTY'S CONTRACT PROJECT MONITOR

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have three (3) years of experience providing administrative services to at least three Commuter Benefit Programs with at least 300 participants or similar to the services identified in this Statement of Work, Exhibit A.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County and Contractor shall work together in good faith with regard to any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.3.1 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. For any Contractor's staff, who shall undergo a background investigation, and who are not located in Los Angeles County, such staff shall submit fingerprints at the local law enforcement agency and such fingerprints shall be forwarded to the County's Project Director. 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.

- 7.3.2 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.
- 7.3.3 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.
- 7.3.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 CONFIDENTIALITY

- 7.4.1 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.
- 7.4.2 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to the Commuter Benefit Plan (CBP) system ("System") or any component of the System through any device, method, or means including the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code (each a "Disabling Device"), which has the potential or capability of compromising the security of any information that could be utilized to uniquely identify an employee participant or of any County confidential or proprietary information (collectively "Confidential Information") or of causing any unplanned interruption of the accessibility of the System or any component of the System or which could alter, destroy, or inhibit the use of the System, any component of the System, or the data contained therein. Contractor represents,

warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device on the System or any component of the System, nor shall Contractor knowingly permit any modified or new component of the System to contain any Disabling Device.

7.4.3 Without limiting Sub-paragraph 8.6 (Compliance with Applicable Law), Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, policies, guidelines, and directives (in this Sub-paragraph 7.4, "Laws") relating to incidents which compromise, are reasonably believed to have compromised, or may potentially compromise, the security, confidentiality and/or integrity of any Confidential Information (collectively in this Sub-paragraph 7.4, "Security Incidents"), including without limitation, California Civil Code Sections 1798.82 and 1798.29. Under no circumstances will this Sub-paragraph 7.4 be deemed to confer upon County responsibility for Contractor's compliance with all applicable laws.

7.4.4 In connection with the occurrence of any Security Incident with respect to the System, Contractor shall (a) no later than forty-eight (48) hours of the occurrence of such Security Incident, provide County's Project Manager and County's Chief Information Security Officer at (562) 940-3335 and CISOnotify@cio.lacounty.gov with telephonic and written notification detailing such Security Incident, (b) investigate (with County's participation if so desired by County) such Security Incident, (c) perform a root cause analysis and prepare a corrective action plan if applicable, (d) provide written reports of its findings and proposed actions to County for its review, (e) to the extent such Security Incident is within Contractor's areas of control, remediate such Security Incident or potential Security Incident, (f) providing mutually agreed-upon notices that County deems appropriate to affected data subjects, government agencies, credit bureaus, and other entities, and (g) reasonably cooperate with County in any litigation and investigation against third parties deemed necessary by County to protect the Confidential Information. Contractor shall be responsible for all costs it incurs as a result of compliance with the above requirements (including document production, delivery, and data subjects' file retention costs) to the extent such Security Incident is caused by Contractor's failure to comply with its security obligations hereunder. No later than ten (10)

business days of County's Project Manager's request therefor, Contractor shall make the staff responsible for compliance with the Contractor's data security procedures and practices available for a conference call with County staff to discuss each Security Incident and the response to such Security Incident, which response shall include, but not be limited to, the steps taken to prevent the reoccurrence of such a Security Incident.

- 7.4.5 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, as determined by County in its reasonable judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Such approval shall not be unreasonably withheld, delayed, or conditioned. 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 reasonable 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.
- 7.4.6 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.4.7 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.
- 8.1.3 The Chief Executive Officer or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her 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, which consent shall not be unreasonably withheld, delayed, or conditioned, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 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 applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without 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 Contractor agrees to research employee disputes or quality issues and respond back to the County within 24 hours. In the event additional time is required to resolve the issue, the County will be called back within the first 24 hours, and advised of what actions are being taken (or are required of the County), and the approximate timeframe required to resolve the issue.
- 8.5.2 All telephone discussions are systematically documented and tracked in each participant record using the customer response management (CRM) system, RightNOW, which is a workflow tool that queues participant inquiries including calls, faxes, documents, as well as customer and client inquiries, and provides tracking reports for several of our internal functional teams.
- 8.5.3 If general regulatory constraints or employer-specific controls prevent Contractor from providing customer service, the customer is escalated to a supervisor. Contractor shall *use best efforts to complete* 90 percent of all CRM escalations within 48 hours from receipt. Customer Service is able to review prior CRM history on subsequent calls. Note: history is kept indefinitely.
- 8.5.4 If the issue requires further escalation, both the County's Project Manager and the County's Contract Project Monitor are notified. The Contractor's Project Manager will then work with the County to resolve the issue.
- 8.5.5 In the event that the participant remains dissatisfied with the result, the matter is referred to our Executive Escalation Team (EET) for timely and unbiased resolution. Contact with participants is made within one business day or receiving the grievance notice. The same team remains in contact with the participant until a resolution is reached. Electronic records of complaints and responses are available for inspection.

8.5.6 Contractor has a formal claims appeals process administered by its corporate compliance team.

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 reasonable 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. Such approval shall not be unreasonably withheld, delayed, or conditioned. 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 reasonable 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.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICES PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser

number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor, at any time, either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time, during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. 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. Contractor shall report all job openings with job requirements to GainGrow@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- 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 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 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.
- 8.16.2 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.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 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.

8.19 FORCE MAJEURE

8.19.1 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").

8.19.2 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.

8.19.3 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.

8.20 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.

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 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.
- 8.21.2 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.
- 8.21.3 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.
- 8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.4 - Confidentiality.

8.22 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 to the extent the liability arises from the negligence or willful misconduct of the County Indemnitees or another third party. Third party shall not include any subcontractor, agent, or representative of the Contractor.

8.23 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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 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:

Lorraine Sunday Brown
Chief Executive Office
Benefits and Compensation Policy
500 West Temple Street, Room 784
Los Angeles, CA 90012

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.

8.23.2 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.

8.23.3 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.

8.23.4 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.

8.23.5 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.

8.23.6 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.

8.23.7 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.

8.23.8 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 written approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.9 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 request that Contractor 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. Notwithstanding the foregoing, the Contractor shall have no obligation to reduce or eliminate policy deductibles and SIRs and shall only be obligated to provide a bond, if requested, and if such bond is generally available in the commercial marketplace at a commercially reasonable cost.

8.23.10 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.

8.23.11 **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.

8.23.12 **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.

8.23.13 **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.

8.23.14 **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.

8.24 **INSURANCE COVERAGE**

8.24.1 **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

- 8.24.2 **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.
- 8.24.3 **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.
- 8.24.4 **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 \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination, or cancellation.
- 8.24.5 **Privacy/Network Security (Cyber)** liability coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of \$5 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25 LIQUIDATED DAMAGES

8.25.1 Intentionally Omitted.

8.25.2 If the Department Head, or his/her designee, makes a reasonable determination that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, 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 Department Head, 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 Fifty Dollars (\$50) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as reasonably determined by the County.

8.25.3 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.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or 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. In the event the County recovers damages from the Contractor by means other than as described in subparagraph 8.25.2, such damages shall be offset by any amount recovered in accordance with subparagraph 8.25.2.

8.26 MOST FAVORED PUBLIC ENTITY

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. In determining whether another public entity is purchasing “the same goods or services under similar quantity and delivery conditions” Contractor shall consider the specific services being performed, the number of participants in each program, the plan set up of each program, the contract rate (call and claims) for each particular program, the expense structure involved in providing the services and any other consideration specific to the services and deliverables being provided hereunder.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.27.1 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.
- 8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor’s EEO Certification.
- 8.27.3 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.

- 8.27.4 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.
- 8.27.5 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.
- 8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 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.
- 8.27.8 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.

8.28 NON-EXCLUSIVITY

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

8.29 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.

8.30 NOTICE OF DISPUTES

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

8.31 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.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

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

8.34 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.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 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.

8.36 PUBLICITY

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

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

8.36.2 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 subparagraph 8.36 shall apply.

8.37 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 (electronic format will be acceptable) 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.

8.37.1 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).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.37.3 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.

8.38 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.

8.39 SUBCONTRACTING

- 8.39.1 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.
- 8.39.2 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.
- 8.39.3 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.
- 8.39.4 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.
- 8.39.5 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.
- 8.39.6 The County's Project 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.
- 8.39.7 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.

8.39.8 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:

Lorraine Sunday Brown
Chief Executive Office
Benefits and Compensation Division
500 West Temple Street, Room 526
Los Angeles, California 90012

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 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.

8.41.2 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.

8.41.3 All materials including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project 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.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 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 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.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 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.

8.43.2 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 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.

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

8.45 TERMINATION FOR 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.

8.46 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.

8.47 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.

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

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 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.

8.49.2 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.

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

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

Unless 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.

8.51 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 8.50 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to 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.

8.52 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 (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 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.2 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's Project 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 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 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 sub-paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.4 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. Within thirty (30) business days of the County's request, Contractor shall provide a signed document that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Within thirty (30) business days of the County's request, 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*. Within thirty (30) business days of the County's request, Contractor shall provide County with written certification 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 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.5.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Service Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: **WAGeworks, INC.**

By Edwin J. Joffe
Name
General Counsel
Wageworks Commuter Services
Title

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARK SALADINO
County Counsel

By [Signature]
RICHARD D. BLOOM
Principal Deputy County Counsel

STATEMENT OF WORK

STATEMENT OF WORK

The Statement of Work encompasses third-party administration of the County of Los Angeles Commuter Benefit Plan (CBP) governed under IRS Section 132(f). The CBP will involve a program to permit County employees the benefit of using pre-tax dollars for payment of their commuter expenses.

Of primary interest is a comprehensive plan for the administration of the following service areas:

- Promotion and marketing
- Coordination with the County and other agencies
- Employee enrollment processes
- Maintenance of records
- Purchase and distribution of vouchers and passes
- Transition Plan
- Implementation of parking benefit
- Potential development of smart phone application

The Statement of Work is not intended to be a complete list of all work necessary to administer the program.

1.0 PART 1 PROMOTION AND MARKETING

The CBP will involve a program to communicate and market to County employees the benefits of using pre-tax dollars for their commuter expenses.

Part 1 work may include, but is not limited to the following:

- 1.1 Meet with the County, at least monthly or more frequently as needed, to discuss communication deliverables, develop an education and outreach marketing strategy, and address any issues.
- 1.2 Develop communication materials for County review and approval.
- 1.3 Deliver communication materials to CBP employee participants and/or County employees who are not participating in the Plan.
- 1.4 Develop quantitative measures to evaluate the effectiveness of specific communication and educational deliverables and provide the County with updates.
- 1.5 Conduct participant satisfaction survey periodically to obtain participant opinion on, but not limited to, the current level of Plan services, tools on the website, education, suggestions to improve the Plan, satisfaction with

the Contractor, etc. Contractor shall collaborate with the County in developing surveys.

- 1.6 Present product information and commentary concerning the tax advantages to employees of Los Angeles County for participating in the CBP. NOTE: Participation by County employees will be entirely voluntary. There will be no guarantee by the County regarding employee participation.
- 1.7 Provide supplies, agency personnel, advertisements, flyers, posters, forms, postage, and correspondence required to administer the CBP. NOTE: Written approval by the County's Department of Human Resources (DHR) is required of any marketing plan, advertisement, employee interest consent form, or promotional offering by Contractor in association with this program.
- 1.8 Provide comprehensive customer service, resolutions to issues or contact regarding status of issue, to employees of the County who inquire as to how the CBP works, how to participate, changes to personal information or address, and questions concerning status of the employee participant's account within 24 hours.
- 1.9 Provide timely solutions to CBP issues in accordance with CBP and IRS regulations.
- 1.10 No product or service other than CBP may be marketed or communicated by the Contractor in connection with the Program unless written authorization is provided by the County.
- 1.11 Contractor shall not use or display the official seal of the County or DHR's logo on any of its letterheads or other communications without County written approval.
- 1.12 Contractor shall develop, maintain, and operate procedures approved by the County for receiving, investigating, and responding to complaints in accordance with this Contract, Section 8.5 (Complaints).
- 1.13 If requested by the County, Contractor will provide summary reports and any and all telephone and/or written complaints, and/or correspondence by employees. Material to be provided may include, but is not limited to, e-mails, faxes, and written correspondence, as well as the Contractor's file notations.

- 1.14 Cooperate with the County on special projects and provide ad hoc reports for said projects.

2.0 **PART 2 COORDINATION WITH COUNTY AND OTHER AGENCIES**

The Contractor will be required to utilize systems that will integrate the CBP with the County's Auditor-Controller, Treasurer-Tax Collector, and local transportation authorities using Batch Interface and File Transfer Protocol (FTP).

The Contractor will advise the Auditor-Controller of payroll deductions elected by the employee. The employee's designated deductions will be limited to the following:

- Pre-tax deductions not to exceed the maximum allowable limit established by IRS Code Section 132(f).
- After-tax deductions of an applicable amount not covered by pre-tax deductions to cover the total transportation voucher cost.
- The fee, using after-tax dollars, for processing the deduction.

Part 2 work may include, but is not limited to, the following:

- 2.1 Contractor's systems must have ability to interface with internal and external organizations through a secure method of FTP data transmission as determined by County departments including Auditor-Controller (AC), Chief Executive Office (CEO), Treasurer and Tax Collector (TTC), and the Department of Human Resources (DHR). This includes, but is not limited to, Secure File Transfer Protocol (SFTP), and site-to-site VPN extranet-based connections. Systems include AC Payroll and AC Personnel.
- 2.2 The Employee Database is County property. It shall not be used, shared, sold, etc. for any other purpose without the express written approval by the County. The Contractor shall take all steps possible to protect the County's Employee Database, and any and all Interface(s) to County systems. During file transmission, the interface file should be encrypted using PGP compliant software utilizing OpenPGP standards, and must end with a "pop" file extension. If the Data, or any Interface is compromised, damaged, corrupted, etc., the Contractor shall notify the County immediately. In no case shall the Contractor fail to notify the County within 24 hours of knowledge of any such event.
- 2.3 Coordinate and develop work plans and schedules for meeting various timeframes involved in the administration of the Program.

- 2.4** Provide all required reports on a pre-determined basis. Reports will be delivered in hardcopy, disc, CD, or other electronic media as required in the County's sole discretion.
- 2.5** The Auditor-Controller will provide a demographic file to Contractor once a week with basic employee information of all eligible employees. This information may contain the employee name, employee number, department number, item number, item sub, pay location, and mailing address.
- 2.6** Upon enrollment or when employee deduction amounts are changed, the Contractor must provide a data file to the Auditor-Controller with employee deduction information once a month per established timeframes. This file must be transmitted via a FTP to the County's server. The data file must conform to the data input specifications as defined by the County. This data file will be used by the County to initiate, change, or cancel employee deductions.
- 2.7** Upon receipt of data file from Contractor, the County will interface the file into the County's payroll system. The Contractor must log into the payroll system via the County's portal to view rejected transactions. Rejected transactions must be corrected through an online manual correction process or data file submission.
- 2.8** After payroll processing, the Auditor-Controller will provide a deduction activity file to the Contractor. The deduction activity file contains employee deduction activities for the current payroll; employee deduction activities from the supplemental (off-cycle) payrolls; and cancellation of prior payroll employee deduction activities. The total deduction amount will reflect the amount posted to the trust account. This activity file will be transmitted to the Contractor via a secure method of FTP.
- 2.9** The Contractor will be required to provide reports necessary for the County to reconcile funds in employee accounts as well as the disbursement of funds from the County's accounts to the Contractor or employee. The County cannot provide advance funding for commuter expenses.
- 2.10** In the event of payroll discrepancies, the Contractor may need to resolve problems directly with employees.
- 2.11** Inform the County within 30 calendar days of recently enacted Federal or State tax laws and regulations. Contractor shall explain how the changes will affect the benefits and administration of the Plan. Contractor and

Contractor's legal counsel shall cooperate with the County and County's legal counsel in making necessary amendments to the CBP that provides benefits to the employee participants. Contractor shall not charge the Plan for any changes to Contractor's systems or services that are needed to administer changes to the Plan that are required by Federal or State laws and regulations.

3.0 PART 3 EMPLOYEE ENROLLMENT PROCESSES

The Contractor will provide a convenient, readily available, and easy-to-use system for employee enrollment and submitting account changes.

Part 3 work may include, but is not limited to the following:

- 3.1** Create/update employee records on the Employee Database to determine employee eligibility for the CBP. New hire and eligible employee data will be transmitted to the Contractor by the Auditor-Controller on a weekly basis.
- 3.2** Provide a web/internet enabled enrollment system.
- 3.3** The system will also comply with and support all pertinent aspects of the Americans with Disabilities Act including un-manned automated capabilities for content, LAN or internet, or interactive applications. For example, TTY compatibility must allow a TTY user to access information via TTY device, without ever needing staff intervention or relay service.
- 3.4** The Contractor will provide confirmation of Commuter Benefit selection within 24 hours of election.
- 3.5** Initialize and maintain employee monthly elections.
- 3.6** Provide daily toll-free customer service access for employee participants and prospective participants from 5:00 A.M. TO 5:00 P.M. Monday through Friday, excluding holidays (Pacific Standard Time).
- 3.7** Provide web/internet based access to employees for account activity and balances.
- 3.8** Train customer service representatives on the transportation options and eligible parking facilities in Los Angeles County.
- 3.9** Provide participant access to customer service via e-mail, internet, phone, etc.

- 3.10 If requested by the County, Contractor will implement a transit subsidy into the employee participants' enrollment process that can be offered by transit product and by a percentage or dollar amount.

4.0 PART 4 RECORDS MAINTENANCE

The Contractor shall provide the employee participants with all services necessary to ensure the day-to-day activities, including but not limited to records maintenance and administration of the CBP.

Part 4 work will include, but is not limited to the following:

- 4.1 Maintenance and administration of documents surrounding the processing of payroll deductions, purchase of transit passes and/or vouchers, and the requisite processes to facilitate documented distribution of employee funds. NOTE: It is the County's intent to use a separate trust account for the purchase of employee's transit passes and any interest accruing to this trust account would belong to the County of Los Angeles.
- 4.2 The Contractor will provide its own personnel resources and supplies independent of and without assistance from employees of the County.
- 4.3 Maintaining an Employee Database of employees in the County's CBP.
- 4.4 Providing real time online access seven (7) days per week to participating employees and historical database(s) capture and reporting, for approved users 24 hours a day.
- 4.5 Scheduled database maintenance must be performed during hours of 12:00 midnight to 5:00 a.m. (Pacific Standard Time) unless other times are pre-approved in writing by DHR.
- 4.6 Providing real time online update and daily batch update capability to ensure access to current data maintained by the Contractor.
- 4.7 Providing the capability to generate ad hoc reports with specialized reporting requirements.
- 4.8 Contractor is advised that during the term of the proposed contract, the County may make enhancements to the payroll system and Contractor modifications or adjustments may be required to accommodate the new system.

5.0 **PART 5 DISTRIBUTION OF TRANSIT PASSES**

A transit pass includes fare media such as a pass, token, Transit Access Pass (TAP) Card, voucher, or similar item entitling employee participants to transportation.

Part 5 work will include, but is not limited to the following:

- 5.1 Identification of the Southern California transit agencies, transit companies, and van pool providers which will be utilized to provide transit passes.
- 5.2 Proposal for the method of delivery of transit passes to employee participants on a regular monthly basis, which shall be approved by the County in writing.
- 5.3 Vouchers must be non-refundable for cash and include provisions that vouchers cannot be assigned to anyone other than the printed name of the recipient.
- 5.4 Providing measures to help ensure secure delivery of transit passes.
- 5.5 Prepare a procedure for County review and approval for handling lost or stolen transit passes.
- 5.6 Allow employee deductions of any amount, within the federal maximum.

6.0 **PART 6 TRANSITION PLAN**

Upon expiration or termination of the contract, or in the event that the County elects not to renew the contract at the end of its term, or otherwise terminates the contract for default, convenience or insolvency, the Contractor shall fully cooperate with the County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

Part 6 work includes, but is not limited to, the following:

- 6.1 (A) For two (2) months prior to the expiration or non renewal of the Contract in the ordinary course of business; or (B) for two (2) months following the effective termination of the Contract for any reason, (e.g., default, convenience, or insolvency), the Contractor shall make provisions for inspection and observation of work procedures during the transition period, in order to ensure a smooth transition. In addition, the

Contractor shall explain and return to the County the Materials described in Section 8.37 of the Contract. Contractor shall not be entitled to any compensation or other fees for transition services provided following the expiration, non-renewal or termination of the Contract for any reason.

- 6.2** Data requirements of the County to effect this transition/conversion to a new TPA include, but are not limited to, the following:
- a. Contractor shall make available file description narratives for all input and output files as will be mutually agreed to between the Contractor and the County. In addition, the Contractor agrees to provide all information that resides in the Contractor's computer files in relation to County participant record, including individual participant record history the County requires for the transition and for the permanent records of the County.
 - b. Sub-contracted procedures or third-party agreements shall be fully documented by the Contractor, and all files and source documents shall also be made available.

7.0 **PART 7 IMPLEMENTATION OF PARKING BENEFIT**

The County currently does not offer its employees the ability to pay for parking at or near work at non-County owned or leased lots with pre-tax dollars up to the applicable Internal Revenue Code limits. The Contractor shall implement a parking benefit plan as an enhancement to the CBP.

Part 7 work will include, but is not limited to the following:

- 7.1** Identification of participating parking facilities eligible for pre-tax reimbursements throughout the County of Los Angeles.
- 7.2** Integration of parking benefit into current CBP system and online claims process.
- 7.3** Develop a system in which an employee may apply for or purchase a parking permit/keycard for an eligible parking lot through the CBP.
- 7.4** Develop a marketing plan and provide communication materials on the CBP parking benefit, its functionality, eligible expenses, the claims process, and promote employee participation in the parking benefit of the CBP.
- 7.5** Utilization of Commuter Card to pay for eligible parking expenses.

8.0 **PART 8 GREEN INITIATIVES**

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify the County’s Project Manager of Contractor’s new green initiatives prior to the Contract commencement.

9.0 **PART 9 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, (Exhibit 2 of Appendix C), lists required services that will be monitored by the County during the term of this Contract. The PRS chart :

- References the applicable sections of the contract;
- lists required services;
- indicates methods of monitoring; and
- indicates the deductions/fees to be assessed for each service that is not satisfactory.

PRICING SCHEDULE



REQUIRED FORMS – EXHIBIT 11

PROPOSAL PRICING SHEET

YEAR ONE (1) THROUGH YEAR FIVE (5) OF CONTRACT TERM

All proposals shall include a fee for the services to be provided, including all services described in the Statement of Work, Appendix B. The Unit Price will include the charge per employee monthly payroll deduction(s). The Unit Price must incorporate any set-up costs and additional fees required for special tasks or services.

CONTRACT YEAR	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<u>Unit Price</u>					
Monthly cost per employee deduction(s) in the Commuter Benefit Plan.	\$3.74	\$3.74	\$3.74	\$3.74	\$3.74

WageWorks has provided all standard commuter program assumptions at the conclusion of this Cost Proposal. Additional costs will be incurred for ad hoc reporting, attendance at onsite meetings or benefit fairs by a WageWorks employee, and custom marketing materials.



REQUIRED FORMS - EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer

NAME	PHONE NUMBER
Kimberly L. Wilford, Senior Vice President, General Counsel and Corporate Secretary	(650) 577-5209
Suzanne Bonotto, Associate General Counsel	(650) 577-5257
Edward D. Taffet, General Counsel, WageWorks Commuter Services	(212) 329-2001

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

WageWorks, Inc.

Name of Firm

Edward D. Taffet General Counsel, WageWorks Commuter Services

Print Name of Signer Title

Edward D. Taffet October 20, 2014

Signature Date

**EXHIBIT 2 OF APPENDIX C
(PRS CHART)**

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED*
Contract: Paragraph - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Account Service Team .Contractor has provided its standard Service Delivery Standards after this PRS chart.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Section 1.1 - Monthly Meetings	Contractor's representative to attend monthly meetings via telephonic conference or webinar. Contractor has provided its standard Service Delivery Standards after this PRS chart.	Attendance	\$50 per occurrence
SOW: Section 1.8 – Customer Service	Contractor shall provide customer service to employees within 24 hours, during the hours of 5:00 am to 5:00 pm, Monday through Friday, PST, excluding holidays. Contractor has provided its standard Service Delivery Standards after this PRS chart.	Inspection & Observation	\$100 per occurrence
SOW: Section 1.10 – Marketing	Contractor shall obtain County's written approval prior to marketing any non-standard, custom materials. Contractor has provided its standard Service Delivery Standards after this PRS chart.	Inspection & Observation	\$100 per occurrence
SOW: Section 2.11 – Reports	Contractor shall provide reports necessary to reconcile funds in employee accounts and disbursement of funds from the County to the Contractor or employee. Contractor has provided its standard Service Delivery Standards after this PRS chart.	Inspection & Observation Receipt of reports	\$50 per occurrence
SOW: Section 3.4 – Employee Enrollment	Contractor shall provide confirmation statement of employee benefit selection within 24 hours of election.	Inspection & Observation	\$100 per occurrence

EXHIBIT C

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED*
	Service Delivery Standards after this PRS chart.		
SOW: Section 4.0 – Records Maintenance	Contractor shall maintain employee records as specified in Section 4.0. Contractor has provided its standard Service Delivery Standards after this PRS chart.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract

***Prior to the assessment of any deductions/fees, County will provide Contractor with evidence of specific performance deficiencies, and Contractor shall have the right to dispute such alleged deficiencies in accordance with the Contract, Sub-paragraph 8.30 (Notice of Disputes).**

Nothing herein shall limit any of the County’s rights or remedies, all of which are expressly reserved herein. In the event, however, the County recovers damages from the Contractor by means other than as described in the Contract, sub-paragraph 8.25.2, such damages shall be offset by any amount recovered in accordance with sub-paragraph 8.25.2.

WageWorks' Service Delivery Standards

To ensure uniformity of reporting, measurements are based on overall book of business. Amounts of adjustment shall be credited to the County's invoice in the month following the quarterly measurement. Failure to meet any metric shall exclude terms caused by the force majeure events, such as acts of nature (earthquake, fire, floods); acts of terrorism or a public enemy; war (whether declared or not); acts of the Government in either its sovereign or contractual capacity, degradation or loss of public utilities (such as telecommunication service not under WageWorks' direct control; widespread loss of electrical power); or congestion, failure or other inability to access the Internet, and other items beyond the reasonable WageWorks' control.

The service deliver guarantees WageWorks provides are delineated below:

Service Delivery Standard	Guarantee
Customer Service Call Response Time	80% answered within 30 seconds
Call Abandonment Rate	<= 5%
1st Call Resolution	>=80%
Claims Processing	99% of claims processed within two (2) business days for visibility on website
Claims Accuracy	99% for payment (financial) accuracy
Claims Reimbursement	90% of approved claims paid out within five (5) business days from processing
Card Fulfillment	95% of cards are mailed within five (5) business days upon transmission of the clean enrollment file to the card production vendor
System Uptime	99% or higher
File Processing	99% of files loaded within 48 business hours and balances updated within 72 business hours

CONTRACTOR'S EEO CERTIFICATION



**REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION**

WageWorks, Inc.

Company Name

1100 Park Place, 4th Floor, San Mateo, California 94403

Address

94-3351864

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

October 20, 2014

Date

Edward D. Taffet, General Counsel, WageWorks Commuter Services

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Maryanne Keehn
Title: Senior Manager, CEO
Address: 500 W. Temple Street, Room 784
Los Angeles, CA 90012
Telephone: (213) 974-0470 Facsimile: (213) 628-8594
E-Mail Address: mkeehn@ceo.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Lorraine Sunday Brown
Title: Senior Analyst, CEO
Address: 500 W. Temple Street, Room 784
Los Angeles, CA 90012
Telephone: (213) 974-5951 Facsimile: (213) 628-8594
E-Mail Address: lsunday@ceo.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Eliza Carrillo
Title: Senior Human Resources Manager
Address: 3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
Telephone: (213) 738-2255 Facsimile: _____
E-Mail Address: ecarrillo@hr.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: WAGEWORKS, INC.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: David Hanley

Title: Senior Relationship Manager

Address: 1100 Park Place

San Mateo, CA 94403

Telephone: (800) 533-2738 ext. 2594

Facsimile: _____

E-Mail Address: David.Hanley@WageWorks.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Edward D. Taffet

Title: General Counsel

Address: 1100 Park Place

San Mateo, CA 94403

Telephone: (212)329-2001

Facsimile: _____

E-Mail Address: ed.taffet@wageworks.com

Name: Andrea Perlis

Title: Client Services Manager

Address: 1050 W. Washington, Suite 101

Tempe, AZ 85281

Telephone: (480) 291-0527

Facsimile: _____

E-Mail Address: Andrea.Perlis@wageworks.com

Notices to Contractor shall be sent to the following:

Name: David Hanley

Title: Senior Relationship Manager

Address: 1100 Park Place

San Mateo, CA 94403

Telephone: (800) 533-2738 ext. 2594

Facsimile: _____

E-Mail Address: David.Hanley@WageWorks.com

**FORM(S) REQUIRED AT THE TIME
OF CONTRACT EXECUTION**



REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

WageWorks, Inc.	Delaware	2000
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

WageWorks is a publicly held corporation. Joseph L. Jackson is our Chief Executive Officer.

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A		
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No If yes,

Name of parent firm: n/a

State of incorporation or registration of parent firm: n/a

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
n/a	
_____	_____
n/a	
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Efforts towards any future mergers or acquisitions are considered confidential until publicly released.



Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes No 1. Proposer must have three (3) years of experience, within the last 10 years, providing third-party administrative services to at least three Commuter Benefit Plans with at least 300 participants or similar to the services identified in the *Appendix B, Statement of Work*, of this RFP.
- Yes No 2. Proposer must provide directly or through a sub-contracting arrangement, trustee services or services equivalent or similar to the services identified in *Appendix B, Statement of Work*. As of August 2014, the sub-contractor or trustee must have at least three (3) years of experience with Commuter Benefit Plans.
- Yes No 3. Proposer must agree to provide separate banking and ledger arrangements; no omnibus accounts will be utilized for the Commuter Benefit Plan.
- Yes No 4. Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposals.
- Yes No 5. Proposer must respond positively to a willingness to hire GAIN/GROW participants (Reference Sub-paragraph 1.27 of this RFP).
- Yes No 6. Proposer must bid based on providing all services in Appendix B, *Statement of Work*, of this RFP.



Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

WageWorks, Inc.

Address:

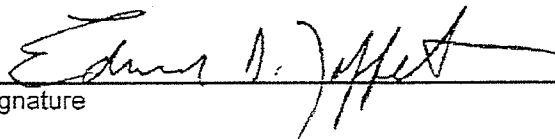
1100 Park Place, 4th Floor

San Mateo, California

E-mail address: Ed.Taffet@WageWorks.com Telephone number: (212) 329-2001

Fax number: (646) 839-1515

On behalf of WageWorks, Inc. (Proposer's name), I Edward D. Taffet
 (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


 Signature

General Counsel, WageWorks Commuter Services

Title

October 20, 2014

Date

94-3351864

Internal Revenue Service
 Employer Identification Number

C2226465

California Business License Number

15685601

County WebVen Number



**REQUIRED FORMS - EXHIBIT 2
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: WageWorks, Inc.

List at least three (3) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Thomson Reuters	3 Times Square, New York, NY 10036	Elyse Jaworski, Benefits Manager	(646) 223-4584	(203) 539-7734
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Enterprise Account for 24,750 eligibles	2010 - present	Commuter Benefits	confidential	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
General Electric Co.	1 River Road, Building 5-2W, Schenectady, NY 12345	Sharon Handerhan, Benefits Specialist	(518) 388-7298	(203) 373-3131
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Enterprise Account for 117,000 eligibles	2010 - present	Commuter Benefits, Healthcare and Dependent Care Flexible Spending Accounts	confidential	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Credit Suisse, Inc.;	1140 Broadway, 14th Floor, NY, NY 10001;	Elizabeth Donnelly, Benefits Americas, Regional Head	(212) 538-2234	(646) 827-2510
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Enterprise Account for 10,200 eligibles	2010 - 2014	Commuter Benefits	confidential	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Federal Reserve Bank of San Francisco;	101 Market St., San Francisco, CA 94105;	John Higginbotham, Sr HR Analyst	(206) 343-3802	(n/a)
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Enterprise Account for 2,466 eligibles	2010 - present	Commuter Benefits	confidential	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	



REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: WageWorks, Inc.

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Thomson Reuters	3 Times Square, New York, NY 10036	Elyse Jaworski, Benefits Manager	(646) 223-4584	(203) 539-7734
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
Enterprise Account for 24,750 eligibles	2010 - present		Commuter Benefits	confidential
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
General Electric Co.	1 River Road, Building 5-2W, Schenectady, NY 12345	Sharon Handerhan, Benefits Specialist	(518) 388-7298	(203) 373-3131
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
Enterprise Account for 117,000 eligibles	2010 - present		Commuter Benefits, Healthcare and Dependent Care Flexible Spending Accounts	confidential
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Credit Suisse, Inc.;	1140 Broadway, 14th Floor, NY, NY 10001;	Elizabeth Donnelly, Benefits Americas, Regional Head	212) 538-2234	(646) 827-2510
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
Enterprise Account for 10,200 eligibles	2010 - 2014		Commuter Benefits	confidential
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Federal Reserve Bank of San Francisco;	101 Market St., San Francisco, CA 94105;	John Higginbotham, Sr HR Analyst	(206) 343-3802	(n/a)
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
Enterprise Account for 2,466 eligibles	2010 - present		Commuter Benefits	confidential
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.



REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: WageWorks, Inc.

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Starbucks Corporation	2401 Utah Avenue, South, Seattle, WA 98134	Melody Szeto, Partner Services	(206) 318-8453	(206) 447-0828
Name or Contract No.		Reason for Termination:		
Enterprise Account for 120,000 eligibles		lost renewal through bid process		
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Commonwealth of Pennsylvania	Susan Moravetz, SEAP Program Director	(717) 787-8575	()	()
Name or Contract No.		Reason for Termination:		
Enterprise Account for 80,444 eligibles		lost renewal through bid process		
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Credit Suisse, Inc.;	1140 Broadway, 14th Floor, NY, NY 10001; Elizabeth Donnelly, Benefits Americas, Regional Head		(212) 538-2234	(646) 827-2510
Name or Contract No.		Reason for Termination:		
Enterprise Account for 10,200 eligibles		lost renewal through bid process		
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.		Reason for Termination:		



REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Edward D. Taffet, on behalf of WageWorks, Inc.

 Proposer Name

General Counsel, WageWorks Commuter Services

 Proposer Official Title

 Official's Signature

Cert. of No Conflict of Interest



REQUIRED FORMS - EXHIBIT 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

Signature: Edwin D. Jeffers
Date: October 20, 2014



REQUIRED FORMS - EXHIBIT 7

Use this form for County Solicitations which are not subject to the Federal Restriction

REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: WageWorks, Inc.
 COUNTY VENDOR NUMBER: 15685601

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference
- Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): 1,621

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories

	Manager		Staff	
	Male	Female	Male	Female
Black/African American	12	18	68	193
Hispanic/Latino	13	10	35	114
Asian	11	15	32	49
Native Hawaiian or Other Pacific Islander	0	0	1	1
American Indian or Alaska Native	0	1	0	5
White	96	137	259	482
Two or More Races	1	5	12	18
Not Specified	1	0	4	9
TOTALS	134	186	431	870

Total # of Employees as of 10/20/2014 1621

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	Not Applicable - WageWorks is a publicly traded company (WAGE) on the NYSE.					%
Women						%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN OWNED BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
n/a					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Edward D. Taffet</u>	Authorized Signature 	Title <u>General Counsel, WageWorks Commuter Services</u>	Date <u>October 20, 2014</u>
--	--------------------------	--	---------------------------------



REQUIRED FORMS - EXHIBIT 9

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

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

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

_____ YES (subject to verification by County) NO

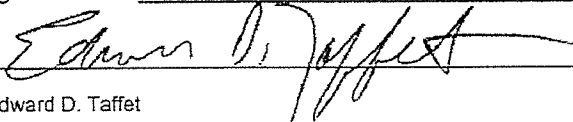
B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES _____ NO

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

_____ YES _____ NO N/A (Program not available)

Proposer's Organization: WageWorks, Inc.

Signature: 

Print Name: Edward D. Taffet

Title: General Counsel, WageWorks Commuter Services Date: October 20, 2014

Telephone No: (212) 329-2001 Fax No: (646) 839-1515



REQUIRED FORMS - EXHIBIT 10

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

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

Company Name: WageWorks, Inc.		
Company Address: 1100 Park Place, 4th Floor		
City: San Mateo	State: California	Zip Code: 94403
Telephone Number: (212) 329-2001		
Solicitation For <u>Commuter</u> Services: RFP for Third-Party Administrative Services; Commuter Benefit Plan (CBP)		

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name: Edward D. Taffet	Title: General Counsel, WageWorks Commuter Services
Signature:	Date: October 20, 2014



**REQUIRED FORMS - EXHIBIT 13
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

COMPANY NAME: WageWorks, Inc.		
COMPANY ADDRESS: 1100 Park Place, 4th Floor		
CITY: San Mateo	STATE: California	ZIP CODE: 94403

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: N/A - Not seeking Transitional Job Opportunity Preference	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE



REQUIRED FORMS EXHIBIT 14

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

Company Name:		WageWorks, Inc.	
Company Address:		1100 Park Place, 4th Floor	
City:	San Mateo	State:	California
Zip Code:	94403		
Telephone Number:	(212) 329-2001	Email address:	Ed.Taffet@WageWorks.com
Solicitation/Contract For <u>Commuter</u> Services; RFP for Third-Party Administrative Services; Commuter Benefit Plan			

The Proposer/Bidder/Contractor certifies that:

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

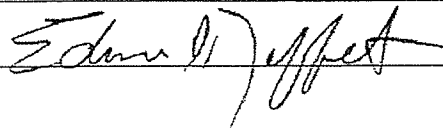
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

- OR -

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

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

Print Name:	Edward D. Taffet	Title:	General Counsel, WageWorks Commuter Services
Signature:		Date:	October 20, 2014

Date: October 20th, 2014



REQUIRED FORMS EXHIBIT 15

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	WageWorks, Inc.	County Webven No.	15685601
Print Name:	Edward D. Taffet	Title:	General Counsel, WageWorks Commuter Services
Signature:		Date:	October 20, 2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

JURY SERVICE ORDINANCE

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

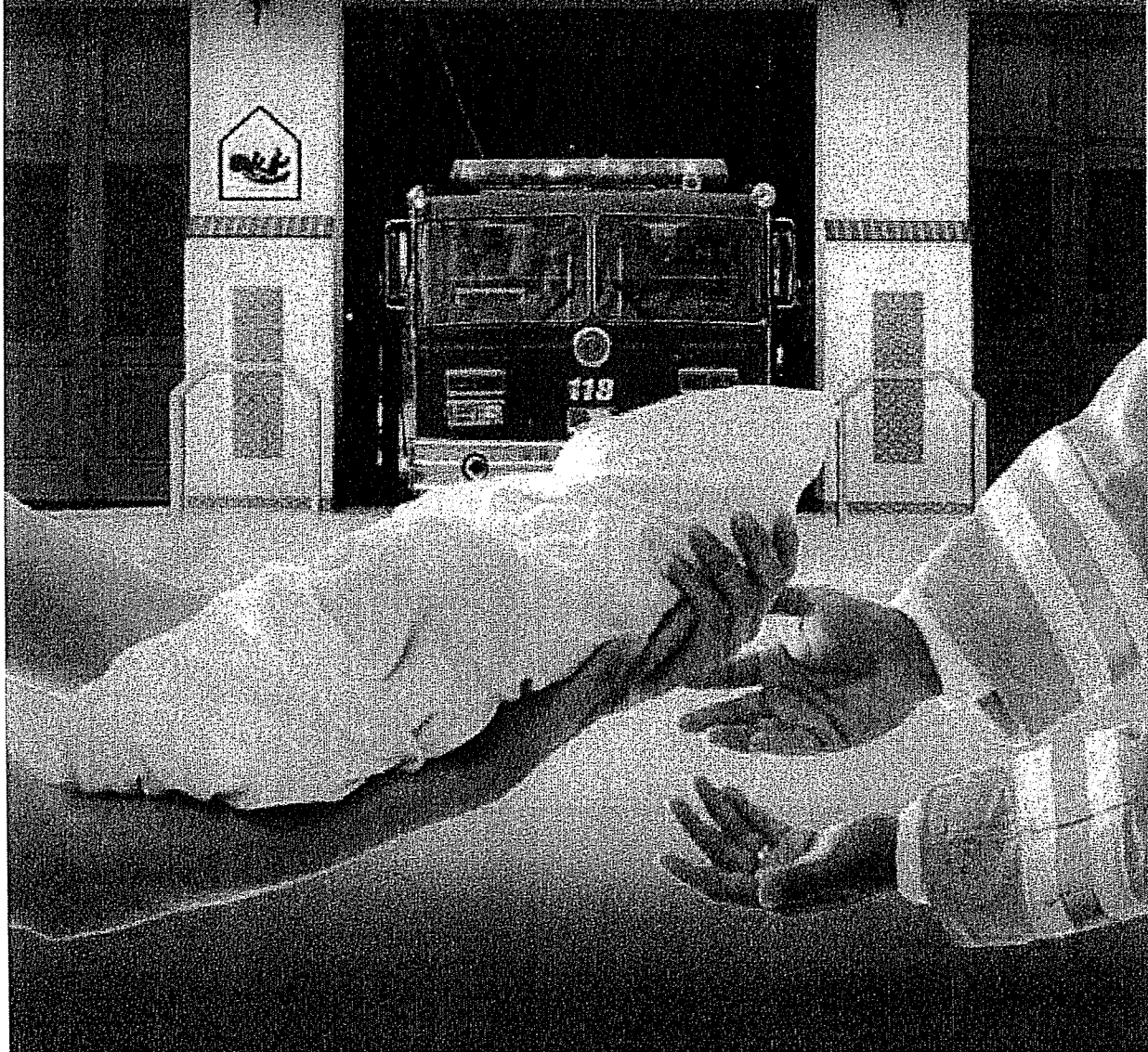
2.203.090. Severability.

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)

**SAFELY SURRENDERED
BABY LAW**

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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 was 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?

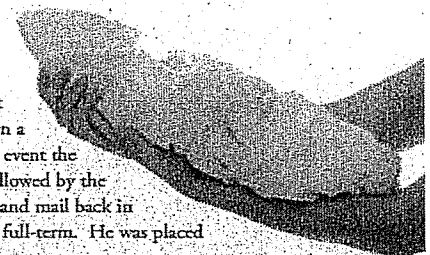
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.

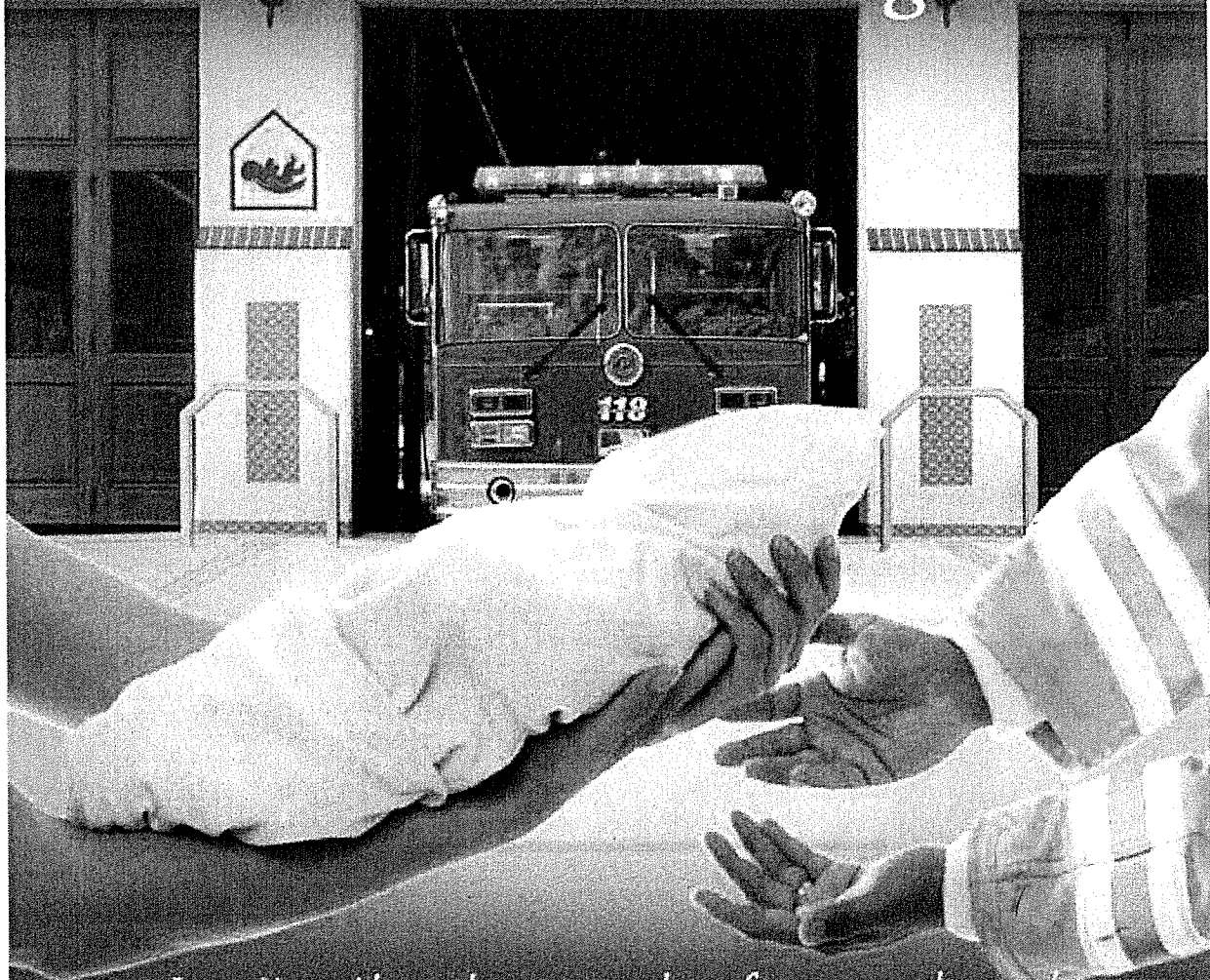
A baby's story

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.



SAFELY SURRENDERED BABY LAW

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

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Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

