



COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Christopher B. Rogers, M.D.
Acting Chief Medical Examiner-Coroner

May 2, 2017

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 May 2, 2017

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE MASTER AGREEMENT(S) FOR AS-NEEDED ALCOHOL TESTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Medical Examiner-Coroner (DMEC) is requesting approval to execute master agreements for Alcohol Testing Services, on an as-needed basis for the DMEC.

IT IS RECOMMENDED THAT THE BOARD

1. Approve and authorize the Acting Chief Medical Examiner-Coroner or designee to execute master agreements, substantially similar to Exhibit A, with qualified vendors who have been identified and selected through the Request for Statement of Qualifications (RFSQ) Process for as-needed Alcohol Testing Services, effective upon date of execution through five (5) years, with two (2) one-year renewal periods, and execute applicable amendments.
2. Authorize a maximum annual expenditure for as-needed alcohol testing services in the amount of \$100,000.
3. Delegate authority to the Acting Chief Medical Examiner-Coroner, or designee, to amend an Agreement on behalf of the County in accordance with applicable amendment provisions in the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

By approving the recommended actions, the Board will allow the Acting Chief Medical Examiner-Coroner, or designee, to execute master agreements with qualified laboratories to provide as-needed alcohol testing services for the DMEC.

The DMEC requires as-needed alcohol testing services to test specimens recovered during autopsy from decedents. This testing is required in some cases to determine manner and cause of death, pursuant to section 27491 of the Government Code of the State of California

The DMEC intends to use these agreements on an as-needed basis to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature, in order to avoid potential backlogs and determine manner and cause of death in a timely manner.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal 3, Realize Tomorrow's Government Today; Strategy III.3.4, Complete Business Continuity Planning.

FISCAL IMPACT/FINANCING

The DMEC will be able to select the appropriate contractor(s) to meet alcohol testing services needs as they arise. Expenditures under the master agreements will vary depending on the volume of services provided.

The estimated annual cost for Alcohol Testing Services is \$100,000. The funds are available in the Department's budget and will be encumbered annually during each fiscal year for the duration of the agreement and renewal year(s), if renewal options are exercised.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

The services provided under this Master Agreement are exempt from Proposition A contracting guidelines because the services are needed only on an intermittent and as-needed basis, per the exclusion listed in the County Code, Section 2.121.250(B)(4). The services are also not subject to the Living Wage Program.

County Counsel has reviewed and approved Exhibit A, sample Master Agreement as to form.

Accreditations:

*National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors/LAB-International
Peace Officer Standards and Training Certified*

CONTRACTING PROCESS

The DMEC will release a Request for Statement of Qualifications (RFSQ) solicitation to establish a pool of qualified contractors to provide the requested services on an as-needed basis. The RFSQ will remain open continuous until the needs of the DMEC are met.

The DMEC will be responsible for evaluating and screening all applicants to ensure that they are qualified to perform the required services. The Department will execute agreements with qualified contractors, and will negotiate rates not to exceed the budgeted annual amount.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services, in appropriate cases, as part of the DMEC's medico-legal investigation to determine cause and manner of death.

When approved, the Executive Office, Board of Supervisors is requested to return the Adopted Board Letter to:

Ms. Silvia Gonzalez, Contracts Manager
Department of Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033

Respectfully submitted,



Christopher B. Rogers, M.D.
Acting Chief Medical Examiner-Coroner

Accreditations:

*National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors/LAB-International
Peace Officer Standards and Training Certified*



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER

AND

FOR

FOR PART-TIME / INTERMITTENT

ALCOHOL TESTING SERVICES

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**PART-TIME / INTERMITTENT POSTMORTEM
ALCOHOL TESTING SERVICES**

AGREEMENT

RECITALS

THIS AGREEMENT and exhibits made and entered into this ____ made and entered BY AND BETWEEN COUNTY OF LOS ANGELES,
Hereinafter referred to
As "County"

And:
Hereinafter referred to
As "Contractor"

THIS AGREEMENT between the County and _____, is to provide forensic autopsy services required of the County's Chief Medical Examiner-Coroner (Hereinafter "Coroner") who conducts medico-legal investigations in certain deaths.

WHEREAS, The County of Los Angeles, Department of Medical Examiner-Coroner (DMEC) requires as-needed alcohol testing services to test specimens recovered during autopsy from decedents. This testing is required in some cases to determine manner and cause of death, pursuant to section 27491 of the Government Code of the State of California;

WHEREAS, the County has determined that the Alcohol Testing Services to be provided hereunder are needed only on a part-time or intermittent basis;

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician;

WHEREAS, the Coroner has found that the Contractor has the ability based upon previous experience and has met the qualifications to provide alcohol testing services; and

WHEREAS, the Coroner has selected the Contractor who has proposed and desires to provide autopsy services to the Coroner;

WHEREAS, Contractor is duly licensed and certified by the State of California;

WHEREAS, County is authorized by California Government Code Section 26227 and 31000, and by Los Angeles County Code section 2.121.250(B)(4) to contract for the part-time or intermittent forensic autopsy services described hereunder.

NOW, THEREFORE, in consideration of the material covenants herein contained and for valuable consideration, the parties hereto agree as follows:

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J and K are attached to and form a part of this Agreement. 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A - Statement of Work

Exhibit B - Schedule of Fees

Exhibit C- County's Administration

Exhibit D - Contractor's Administration

Exhibit E - Safely Surrendered Baby Law

Exhibit F - Jury Service Ordinance

Exhibit G - Sample Work Order Forms

Exhibit H - Forms Required Before Work Begins

Exhibit I – Intentionally Omitted

Exhibit J - Contractor's EEO Certification

Exhibit K- Certification of Compliance with County's Defaulted Property Tax
Reduction Program

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Agreements, written and oral and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 17 – Amendments and signed by both parties.

2 TERM AND TERMINATION

2.1 The term of this Agreement shall commence on the date of its execution by Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner, or his or her authorized designee, and shall continue in full force and effect to and including . In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

2.2 County shall have the option to extend the term for up to four (4) additional one-year periods, for a maximum total Agreement term of five (5) years. Each such option year shall be exercised individually by the Chief Medical Examiner-Coroner.

2.3 Notwithstanding any other provision of this Agreement, the Chief Medical Examiner-Coroner may find Contractor out of compliance with this Agreement and immediately suspend Contractor's performance

and/or terminate this Agreement if the Chief Medical Examiner-Coroner determines, at his sole discretion, that Contractor has demonstrated a substandard work quality, or a consistent failure to adhere to Department of Medical Examiner-Coroner's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Medical Examiner-Coroner's policy manuals.

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.

- 2.4 County, through Chief Medical Examiner-Coroner, may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California).
- 2.5 County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.
- 2.6 In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that he/she shall have no right to any County administrative hearing or other County due process right under the Department of Medical Examiner-Coroner's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

3 DESCRIPTION OF SERVICES

Contractor shall provide alcohol testing services as set forth in Exhibit "A", Statement of Work, attached hereto and incorporated by reference.

Contractor shall be under the administrative and professional direction of the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner, or designee. Contractor shall only work part-time or intermittently as required by the Department of Medical Examiner-Coroner only to fulfill service needs that arise as a result of unanticipated or critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician.

Contractor shall be appropriately licensed by the State of California. Prior to the effective date of this Agreement, Contractor shall provide County with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

Contractor shall meet the credentialing requirements set forth herein prior to providing services under this Agreement.

4 INDEPENDENT CONTRACTOR STATUS

4.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employee or agents of the other party for any purpose whatsoever.

4.2 Contractor shall be solely liable and responsible for providing to himself or herself, or on behalf of, its employees all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment

benefits, disability benefits, Federal, State and local taxes, or other compensation, benefits, or taxes to Contractor or any employees provided by Contractor.

- 4.3 Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, solely employees of the Contractor and not employees of the County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

5 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Agreement, the total of all amounts actually expended by County hereunder ("maximum obligation") may not exceed amounts allocated to the Department of Medical Examiner-Coroner by the County Board of Supervisors in its approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 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 Chief Medical Examiner-Coroner's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of this Agreement.

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

5.4 Maximum Sum

During the term of this Agreement, and for each one-year extension exercised by County, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Thousand Dollars (\$100,000) annually. The sum of such annual expenditures for the duration of this Agreement and all extensions shall not exceed Five Hundred Thousand Dollars (\$500,000).

5.5 Invoices and Payments

5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Agreement, Contractor shall invoice County in arrears for each Work Order monthly: (1) on a fixed price per case (per deliverable) basis as set forth in *Exhibit B, Schedule of Fees*, Payment for all work shall be on either a fixed per case (per deliverable), subject to the Total Maximum Amount specified in each Work Order less any amounts assessed as set forth herein.

5.5.2 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.3 All work performed by, and all invoices submitted by Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for evaluating all work performed by Contractor before approval of work and/or payment of invoices is permitted.

5.5.4 Contractor shall bill County monthly, in arrears, in accordance with the rates set forth in Exhibit B, Schedule of Fees.

5.5.5 The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order. Each invoice submitted by Contractor shall specify:

- a. County numbers of the Work Order and Contractor's Agreement

- b. Period of performance of work being invoiced
- c. Coroner Case Number(s)
- d. Type of work performed (i.e., Class A or B autopsy (include description of service i.e., homicide or non-homicide)
- e. Individual amount being billed (Per Case Fee; and the total amount of the invoice; and total amount of the invoice.
- f. Invoices under this Agreement shall be submitted to the following address:

County of Los Angeles
Department of Medical Examiner-Coroner
Attn: Accounting Section
1104 N. Mission Road
Los Angeles, CA 90033

Upon receipt of a complete and correct invoice, County shall pay Contractor within thirty (30) calendar days. Incorrect and/or discrepant billings, as determined by the County, will be returned to Contractor for correction before payment is made.

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

6 ADMINISTRATION OF AGREEMENT – COUNTY

6.1 A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit C*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.2 The Chief Medical Examiner-Coroner has the authority to negotiate, recommend all changes to this Agreement, and resolve disputes between the Department of Medical Examiner-Coroner and Contractor.

6.3 County's Project Director

The County's Project Director, or designee, shall be the authority for County on administrative and operational matters relating to this Agreement that cannot be resolved by the County Project Manager.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions. The responsibilities of the Project Manager include:

6.4.1 Ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders

6.4.2 Coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Agreement's objectives are met

6.4.3 Monitoring, evaluating and reporting Contractor performance and

progress on the Work Order;

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

6.4.5 Acceptance of tasks, deliverables, goods, and services as required herein for payment to Contractor.

6.4.6 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Agreement, except through formally prepared Amendments, Paragraph 17.

7 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

Contractor's Project Manager is designated in Exhibit D. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

Contractor's Authorized Official(s) are designated in *Exhibit D*. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

7.3 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor

7.4 Contractor's Staff Identification

All Contractor's assigned to County facilities are required to have a County

Identification (ID) badge on their person and visible at all times.

7.5 Background and Security Investigations

All Contractor's performing work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. At any time, prior to and during the term of this Agreement, County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting, verify status of licenses, medical clearance(s) (in accordance with Title 22, California Code of Regulations requirements), credentials, certifications, claims history, and query the National Data Bank and the State Medical Board. If the Contractor does not pass the background clearance investigation, the County may request that the Contractor be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Contractor any information obtained through the County's background clearance investigation. County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor or any of Contractor's employees that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access. In the event the County inadvertently utilizes Contractor's services absent the appropriate licenses, credential, or certifications, County shall have no obligation for payment to Contractor of any money or reimbursement, of any kind whatsoever.

7.6 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and Department of Medical Examiner-Coroner directives and policies relating to confidentiality, including, without limitation, County policies concerning

information technology security and the protection of confidential records and information. The Contractor shall comply with all confidentiality provisions of this Agreement and shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.. The Contractor and each of Contractor's employees shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, within Exhibit H. Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “Contractor Non-Employee Acknowledgment and Confidentiality Agreement”, Exhibit G5.

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

9 FORCE MAJEURE

9.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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").

9.2 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.

9.3 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.

10 GENERAL INSURANCE REQUIREMENTS

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 this Section and Section 11 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.

10.1 Evidence of Coverage and Notice to County

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or

endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attention: Contracts Section

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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Sub-Contractor Insurance Coverage Requirements

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

10.9 Deductibles and Self-Insured Retentions (SIRs)

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

10.10 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.

10.11 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.

10.12 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.

10.13 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.

10.14 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.

11 INSURANCE COVERAGE

11.1 Commercial General Liability Insurance

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

11.2 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.

11.3 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.

11.4 Professional Liability/Errors and Omissions

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

12 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of Chief Medical Examiner-Coroner. Any assignment or delegation which does not have such prior Chief Medical Examiner-Coroner consent shall be null and void.

13 PROHIBITION AGAINST SUBCONTRACTING:

Contractor shall not subcontract any of its duties under this Agreement. Any subcontract shall be null and void.

14 SUPPLIES

The Coroner shall furnish to Contractor the physical facilities and supplies including but not limited to protective clothing and breathing apparatus, as the Coroner deems necessary and consistent with Department of Medical Examiner-Coroner policy to perform the autopsies covered by this Agreement.

15 PARKING SPACE

When providing services hereunder at the Department of Medical Examiner-Coroner, parking for Contractor's vehicle will be made available by Chief Medical Examiner-Coroner to Contractor.

16 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as identified in *Exhibits C, County's Administration and D, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

17 AMENDMENTS

The County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

17.1 The Chief Medical Examiner-Coroner, Department of Medical

Examiner-Coroner or his designee may, at his sole discretion, authorize changes which do not materially affect the scope of work, period of performance, payments or any other term or condition include under this Agreement, an amendment shall be prepared and signed by the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner or his designee and Contractor.

17.2 For any revision, which materially affects the scope of work, period of performance, payments, or any term and condition included in this Agreement, a negotiated amendment to this Agreement shall be executed by the Los Angeles County Board of Supervisors and Contractor.

17.3 As used herein, the term “materially” is defined as being a change of more than (25%) of the Agreement maximum obligation, a change of more than ninety (90) days to any period of performance or a change in the work required which in the sole discretion of the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner warrants execution by the County's Board of Supervisors.

18 AUTHORIZATION WARRANTY

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

19 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement 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 approval of such actions by the County's Board of Supervisors. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

20 COMPLAINTS

20.1 The Contractor shall investigate all verbal and written complaints submitted by County. Contractor shall notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

20.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

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

21 COMPLIANCE WITH APPLICABLE LAW

21.1 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.

21.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 21 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County.

Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

22 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 Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with *Exhibit J - Contractor's EEO Certification*.

23 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

23.1 Jury Service Program:

This Agreement 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 F*, and incorporated by reference into and made part of this Agreement.

23.2 Written Employee Jury Service Policy

23.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five 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.

23.2.2 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 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 Contractor uses any subcontractor to perform services for the County under the Agreement, 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.

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

constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

24 CONFLICT OF INTEREST

24.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.

24.2 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 Agreement. 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

Paragraph 24 shall be a material breach of this Agreement.

25 CONTRACTOR RESPONSIBILITY AND DEBARMENT

25.1 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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

25.2 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 this Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

25.3 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.

25.4 Contractor Hearing Board

25.4.1 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.

25.4.2 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.

25.4.3 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.

25.4.4 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.

25.4.5 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.

25.4.6 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.

**26 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.

**27 NOTICE TO EMPLOYEES REGARDING THE SAFELY
SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, if any, 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 E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

**28 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S
CHILD SUPPORT COMPLIANCE PROGRAM:**

28.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through a Purchase Order or Agreement 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.

28.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement 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).

29 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement 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 Agreement or impose other penalties as specified in this Agreement.

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.

30 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

31 EMPLOYMENT ELIGIBILITY VERIFICATION

31.1 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 Agreement 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.

31.2 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 Agreement.

32 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.

33 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

34 LIQUIDATED DAMAGES

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

34.2 If the Chief Medical Examiner-Coroner determines that there are deficiencies in the performance of this Agreement that the Chief Medical Examiner-Coroner or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Medical Examiner-Coroner 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 Chief Medical Examiner-Coroner may:

(1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor

to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred and fifty dollars (\$250) per day per infraction 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

(3) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

34.3 The action noted in Sub-paragraph 34.2 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 Agreement.

34.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Sub-paragraph 34.B, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

35 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County.

36 NONDISCRIMINATION AND AFFIRMATIVE ACTION

36.1 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.

36.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit J - Contractor's EEO Certification*.

36.3 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.

36.4 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.

36.5 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 Agreement or under any project, program, or activity supported by this Agreement.

36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 36 when so requested by the County.

36.7 If the County finds that any provisions of this Paragraph 36 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

36.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

37 NON EXCLUSIVITY

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

38 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

39 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner or designee shall resolve it.

40 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, if any, 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.

41 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement 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.

42 PUBLIC RECORDS ACT

42.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, 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.

42.2 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 an SOQ 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.

43 PUBLICITY

43.1 The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:

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

43.1.2 During the term of this Agreement, 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.

43.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

44.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement 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 Agreement. 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 Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

44.2 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

44.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

44.4 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, 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 Agreement 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

45 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 Agreement.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 28 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Paragraph 48 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

47 TERMINATION FOR CONVENIENCE

47.1 Chief Medical Examiner-Coroner may terminate this Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the Chief Medical Examiner-Coroner, in his sole discretion, to be in the Department of Medical Examiner-Coroner's best interest. Termination of work hereunder shall be effected by notice of termination to 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.

47.2 After receipt of a notice of termination and except as otherwise

directed by the County, the Contractor shall immediately:

47.2.1 Stop work under the Work Order or under this Agreement, as identified in such notice;

47.2.2 Transfer title and deliver to County all completed work and work in process; and

47.2.3 Complete performance of such part of the work as shall not have been terminated by such notice.

47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement or Work Order shall be maintained by the Contractor in accordance with Paragraph 44, Record Retention & Inspection/Audit Settlement.

48 TERMINATION FOR DEFAULT

48.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Chief Medical Examiner-Coroner:

48.1.1 Contractor has materially breached this Agreement;

48.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or any Work Order issued hereunder; or

48.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Agreement, or of any obligations of this Agreement 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.

48.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 48.1, 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 Agreement to the extent not terminated under the provisions of this Sub-paragraph.

48.3 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 48.2 if its failure to perform this Agreement, including any Work Order issued hereunder, 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 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 48.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

48.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 48.1 it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 48.1, or that the default was excusable under the provisions of Sub-paragraph 48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 47 - Termination for Convenience.

48.5 The rights and remedies of the County provided in this Paragraph 48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

49 TERMINATION FOR IMPROPER CONSIDERATION

49.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment with respect to the award,

amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

49.2 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.

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

50 TERMINATION FOR INSOLVENCY

50.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

50.1.1 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;

50.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

50.1.3 The appointment of a Receiver or Trustee for the Contractor; or

50.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.

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

51 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 Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement 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.

53 VALIDITY

If any provision of this Agreement or the application thereof to any person or

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

54 WAIVER

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

55 WARRANTY AGAINST CONTINGENT FEES

55.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement 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.

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

56 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.

57 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 56. "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.

58 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

58.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

58.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by

law.

58.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

59 HEALTH PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

59.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

59.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall Appendix H Sample Master Agreement Page 51 Rev. 11/2016 Instructions highlighted in red maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the Chief Medical Examiner-Coroner and approved by County Counsel, and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20_____.

COUNTY OF LOS ANGELES

By _____
Lakshmanan Sathyavagiswaran
Interim Chief Medical Examiner-Coroner

CONTRACTOR

By _____
Signature

Print

Title

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

By _____
BRIAN T. CHU
Principal Deputy County Counsel

EXHIBIT A



DEPARTMENT OF MEDICAL EXAMINER-CORONER

STATEMENT OF WORK

FOR

AS-NEEDED ALCOHOL TESTING SERVICES

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STATEMENT OF WORK

1. SCOPE OF WORK

The County of Los Angeles, Department of Medical Examiner-Coroner (DMEC) requires as-needed alcohol testing services to test specimens recovered from decedents during autopsies. This testing is required in some cases to determine the manner and cause of death, pursuant to section 27491 of the Government Code of the State of California.

The Contractor shall be available on an as-needed basis to perform alcohol testing, be duly licensed and certified by the State of California, and possess a high level of experience demonstrating the ability to perform to the standards of the DMEC.

From time to time, it may be required that the Contractor appear and testify in court in regard to work performed on their assigned case(s).

2. MINIMUM REQUIREMENTS

At a minimum, Contractor shall assure the following minimum standards and performance under the Master Agreement:

- a. Laboratory must be ASCLD/LAB-ISO accredited;
- b. Laboratory's Alcohol method must be approved by the State of California Department of Health Services;
- c. Analysts must be California State approved Forensic Alcohol Analysts;
- d. Contractor shall provide expert testimony in court, as needed.

3. GENERAL RESPONSIBILITIES

- a. Contractor shall perform complete alcohol testing in a timely manner.
- b. Contractor shall provide court or deposition testimony, as needed, as an expert witness in relation to the alcohol testing performed. Compensation for costs to reimburse the Contractor to provide such court or deposition testimony shall be the responsibility of the party requesting such testimony.

4. SPECIFIC WORK REQUIREMENTS

4.1 Alcohol Testing

Contractor shall perform alcohol testing on postmortem blood samples on an as-needed basis. A routine autopsy may consist of either a gross examination only, or a gross and microscopic examination. Contractor shall collect and process the blood samples as set forth by _____, but not limited to the following:

- a. Separate, identify, and quantitate Ethanol, Acetone, and Isopropanol from postmortem blood samples.
- b. Have a limit of quantitation of 0.01 g%.
- c. Perform all analyses in duplicate.
- d. Provide results as set-forth in the DME Manual.

5. OTHER DUTIES

The following activities and duties, in addition to those performed above may also be required of the Contractor:

- a. Consultation with DMEC's toxicologists and criminalists.
- b. The Forensic Pathologist must have prior court experience to qualify to provide testimony as an expert witness in areas of toxicology associated with alcohol testing.

6. MEDICAL EXAMINER RULES, REGULATION AND PROCEDURES

- a. Contractor shall not disclose information regarding any DMEC case, except as required by law.
- b. Contractor shall recuse himself on cases where there is even an appearance of a conflict of interest.
- c. Contractor shall not conduct research or publish DMEC cases without the prior written approval of the Chief Medical Examiner-Coroner.
- d. All tissue collected is considered evidence of that particular DMEC case, and shall be _____.
- e. Contractor agrees that should it perform work outside the scope of this Contract without amendments thereto, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have not claim against the County for such work.

7. HOURS OF OPERATION

The Contractor shall provide alcohol testing services on every County workday, between 8:00 a.m. and 5:00 p.m. and shall be available in case of emergencies such as a sudden increase in caseload due to a natural or other disaster or general emergency. Determination of emergency shall be made at the sole discretion of the Chief Medical Examiner-Coroner.

8. CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS

Security identification badges including photographs and physical description of the Contractor shall be provided by the DMEC and shall be displayed by that person at all times he/she is within the confines of the DMEC's facility. Other security requirements are as follows:

- a. Contractor is subject to reasonable dress codes when in the DMEC's facility, consistent with a general health facility;
- b. Contractor shall not bring visitors into the facility;
- c. Contractor shall not bring in any form of weapons or contraband;
- d. Contractor shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs;
- e. Contractor shall conduct himself in a professional manner at all times;
- f. Contractor shall not cause any disturbance in the facility; and otherwise be subject to all rules and regulations of the facility.
- g. Contractor shall report to the Contract Administrator any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after said occurrence.
- h. Contractor shall enter and leave through only specified locations in the facility to maintain a high level of security.

9. WORKLOAD REPORTING AND INVOICING

Contractor shall submit a monthly report of test result information on all work performed on the 15th day of the following month.

This report shall be organized sequentially by DMEC's Case Number, beginning with

the lowest Case Number and proceeding to the highest, and shall include the following:

- DMEC's Case Number
- (Add any additional information you need to be included in report/invoice)



DEPARTMENT OF MEDICAL EXAMINER-CORONER
REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

AS-NEEDED ALCOHOL TESTING SERVICES

Prepared By:
County of Los Angeles
Department of Medical Examiner-Coroner
1104 N. Mission Road
Los Angeles, CA 90033

AS-NEEDED ALCOHOL TESTING SERVICES
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1 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Medical Examiner-Coroner (DMEC) requires as-needed alcohol testing services to test specimens recovered during autopsy from decedents. This testing is required in some cases to determine manner and cause of death, pursuant to section 27491 of the Government Code of the State of California.

The Contractor shall be available on an as-needed basis to perform alcohol testing, be duly licensed and certified by the State of California, and possess a high level of experience demonstrating the ability to perform to the standards of the DMEC.

From time to time, it may be required that the Contractor appear and testify in court in regard to work performed on their assigned case(s).

In order to fulfill its primary mission, the Department is releasing this Request for Statement of Qualifications (RFSQ) seeking qualified candidates who are interested in offering as-needed alcohol testing services. Candidates that are determined to be qualified by the Department will form a pool of eligible Contractors that may perform alcohol testing services on an as-needed basis.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the required Minimum Qualifications, provides information regarding some of the requirements of the Master Agreement and explains the solicitation process.
- **SUBMISSION INSTRUCTIONS:** Instructs the applicant on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION/QUALIFICATION PROCESS:** Explains how the applicant's SOQ will be reviewed, qualified and selected.
- **APPENDICES:**
 - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
 - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION**

REQUIREMENTS REVIEW: Transmittal sent to department requesting a Solicitation Requirements Review.

- **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **D - JURY SERVICE ORDINANCE:** County policy.
- **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **G - SAFELY SURRENDERED BABY LAW:** County program.
- **H - SAMPLE MASTER AGREEMENT:** This document is substantially similar to the Master Agreement that will be used during the term of the Agreement. The terms and conditions shown in the Master Agreement are not negotiable. Attached to the Sample Master Agreement is the Statement of Work to be performed by Contractor.
- **I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM County Code**
- **J - SCHEDULE OF FEES:** Fixed Fee to be paid by County to Contractor for services performed as set forth under this RFSQ.

1.3 Minimum Qualifications

Interested and qualified Individuals that meet the mandatory Minimum Qualifications stated below are invited to submit a SOQ.

1.3.1 Laboratory must be ASCLD/LAB-ISO accredited.

1.3.2 Laboratory's Alcohol method must be approved by the State of California Department of Health Services.

1.3.3 Analysts must be California State approved Forensic Alcohol Analysts

Desirable Qualifications:

1.3.4 Prior experience providing services to a Medical Examiner/Coroner Office.

1.4 Master Agreement Process

The objective of this RFSQ process is to secure a pool of eligible Contractors to perform alcohol testing services on an as-needed basis. The Department, at its sole discretion, shall request tests on a per case basis, as the need for the test arises.

1.4.1 Master Agreements may be entered into with candidates determined by the Department, at its sole discretion, to be qualified.

1.4.2 Upon the Department's execution of these Master Agreements, the qualified candidate will become a County Contractor and thereafter may perform services on as-needed basis. Work assigned by the Department shall include shall include the Coroner case assigned and the type of test required. Payment for all completed work shall be made on a fixed price basis per test requested, subject to the Maximum Contract Sum. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of work or payment from the County.

1.5 Master Agreement Term

1.5.1 The term of the Master Agreement will commence on the effective date and expire on June 30th following the effective date. Renewal options will be at the Department's sole discretion, as delegated by the County of Los Angeles Board of Supervisors.

1.5.2 This RFSQ will be open-ended until the needs of the Department are met. County will be continuously accepting SOQ's throughout the duration of the Master Agreement from qualified applicants. There may be periodic

due dates. The initial due date for this solicitation period will be thirty (30) days. SOQ not received within thirty (30) days from receipt of this solicitation may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the Minimum Qualifications. The resulting Master Agreement will become effective upon the date of its execution by the Acting Chief Medical Examiner, Department of Medical Examiner-Coroner or designee.

1.6 Master Agreement Additional Terms and Conditions

Master Agreement Additional Terms and Conditions are contained in *Appendix H - Master Agreement*. Vendor's are advised that the Master Agreement Additional Terms and Conditions come directly from the County Code or are mandated by the County's Board of Supervisors and are typically not negotiable. If a Vendor takes exception to any of the terms and conditions of this RFSQ and any appendix and exhibit thereto, Vendor shall describe in detail exception(s) taken and provide alternative language.

1.7 County Rights & Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 Contact with County Personnel

Any contact with County personnel regarding this RFSQ or any matter relating thereto must be in writing and may be mailed or e-mailed as follows:

County of Los Angeles
Department of Medical Examiner-Coroner
Attn: Silvia Gonzalez, Contracts Manager
1104 N. Mission Road
Los Angeles, CA 90033

e-mail address: sgonzalez@coroner.lacounty.gov

If it is discovered that a Vendor contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

1.10 County Option To Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Vendor in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

1.11 Protest Process

- 1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a

solicitation for a Board-approved services contract, as described in Section 1.11.3 below. Additionally, any actual Vendor may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Vendor protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so

1.11.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

Review of Solicitation Requirements Review (see sub section 2.4)

Review of a Disqualified SOQ (see sub section 3.2)

1.12 Notice to Vendor's Regarding Public Records Act

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes a Master Agreement with the qualified Vendor(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Vendor must specifically label only those provisions of the SOQ which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

1.13 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification provisions contained in Appendix H - Master Agreement. Vendor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Appendix H - Master Agreement.

1.14 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Vendors may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com .

1.15 Background and Security Investigations

Background and security investigations may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement.

1.16 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision sub-paragraph 7.7 and the Independent Contractor Status sub-paragraph 4 in Appendix H, Master Agreement.

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix A - Required Forms Exhibit 2, Certification of No Conflict of Interest*.

1.18 Determination of Vendor Responsibility

- 1.18.1 A responsible Vendor is a Vendor 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.
- 1.18.2 Vendors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Vendor is responsible based on a review of the Vendor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Vendor against public entities. Labor law violations which are the fault of the subcontractors and of which the Vendor had no knowledge shall not be the basis of a determination that the Vendor is not responsible.
- 1.18.3 The County may declare a Vendor to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds

that the Vendor 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 Vendor'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 omission 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.

1.18.4 If there is evidence that a Vendor may not be responsible, the Department shall notify the Vendor in writing of the evidence relating to the Vendor's responsibility, and its intention to recommend to the Board of Supervisors that the Vendor be found not responsible. The Department shall provide the Vendor and/or the Vendor's representative with an opportunity to present evidence as to why the Vendor should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

1.18.5 If the Vendor presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Vendor shall reside with the Board of Supervisors.

1.18.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19 Vendor Debarment

1.19.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.

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

1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.19.4 After consideration of any objections, or if no objections are received, 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.

1.19.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.

1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.

1.19.7 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.

1.19.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.19.9 *Appendix E* is a listing of Contractors that are currently on the *Debarment List for Los Angeles County*.

1.20 Gratuities

1.20.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion

or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of a Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.20.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.20.3 Form of Improper Consideration

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

1.21 Notice to Vendors Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Vendor to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify

that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification*, as set forth in *Appendix A - Required Forms Exhibit 5*, as part of their SOQ.

1.22 County's Quality Assurance Plan

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

1.23 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Vendor shall notify the County of any pending acquisitions/mergers of their company, if applicable. This information shall be provided by the Vendor on *Required Form - Exhibit 1 - Vendor's Organization Questionnaire/Affidavit*. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.24 Vendor's Adherence to County's Child Support Compliance Program

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply

with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.25 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 the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.26 Recycled Bond Paper

Vendor shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement.

1.27 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 Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 County Policy on Doing Business with Small Business

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our

business.

The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process.

The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. The County also has a Policy on Doing Business with Small Business that is stated in Appendix C.

In reviewing Work Order Bids, the County will give Local SBE preference to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code. A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.

Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference. It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.29 Contractor's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect

executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Appendix I, Charitable Contributions Certification.

In Appendix I, prospective contractors certify either that:

- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County contractors that do not complete Appendix I, as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

1.30 Disabled Veteran Business Enterprise Preference Program (DVBE)

1.30.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as:

- 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or
- 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

1.30.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

1.30.3 In no case 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.

1.30.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

1.30.5 To request the Disabled Veteran Business Enterprise Preference, Vendor must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix A, Required Forms, Exhibit 13, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found 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 Department of Veteran Affairs SDVOSB certification regulations

is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

1.31 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.

2 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Department's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of RFSQ June, 2017
- Initial due date Thirty (30) days from receipt of this solicitation

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix B - Transmittal Form to Request a RFSQ Solicitation Requirements Review* along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
- The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- The request for a Solicitation Requirements Review asserts either that:
 - application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Vendor; or,
 - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Vendors.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Vendor, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to the County (see sub section 1.8)

2.5 Vendors' Questions

Vendors may submit written questions regarding this RFSQ by mail, or e-mail to the County. When submitting questions please specify the RFSQ section number, paragraph number, and page number and quote the passage that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group or summarize similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly

disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor.

Questions should be addressed to the CPOC (see sub section 1.8)

2.6 SOQ Submission

One (1) original SOQ and two (2) numbered copies shall be enclosed in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: "SOQ FOR PHYSICIANS FORENSIC PATHOLOGIST SERVICES"

In order to be considered the SOQ must be submitted to the following address:

County of Los Angeles
Department of Medical Examiner-Coroner
Attn: Silvia Gonzalez, Contracts Manager
1104 N. Mission Road
Los Angeles, CA 90033

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received. Submitting Vendors shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. **No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

General Format Requirements as follows:

- SOQ must be typewritten or machine printed. SOQ must be on eight and a half inch by eleven-inch (8-1/2" x 11") standard white bond paper with one-inch margins. Minimum font is eleven (11) point.
- SOQ must be numbered sequentially throughout from beginning to end, to

ensure that there are no missing or duplicate pages.

- Vendor must submit one (1) original and one (1) copy of the SOQ for a total of two (2). Failure to submit the required number of SOQs as specified may be cause for rejection of the submission, which is at the sole discretion of the Department.

The content and sequence of the SOQ must be as follows:

- Cover Letter
- Table of Contents
- Vendor Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Curriculum Vitae and Proof of Licenses (Section D)
- Exceptions (Section E)

2.7.1 Cover Letter (2 page maximum)

Cover letter shall be a maximum of two (2) page in length, and shall include:

- Vendors' legal name and address.
- Contact person(s) name, address, telephone and facsimile numbers, and e-mail address.
- Name and address of person authorized to legally bind the vendor to an Agreement.
- A statement that the Vendor will bear sole and complete responsibility for all services performed.
- Vendor shall include a statement acknowledging and agreeing that this Agreement is paid on a fixed fee per assigned Coroner case basis.
- A statement agreeing acceptance of all terms and conditions of this RFSQ and all appendices and exhibits thereto.
- If a Vendor takes exception to any of the terms or conditions of this RFSQ and any appendix and exhibit thereto, Vendor shall indicate exceptions exist, and list all exception(s) in SOQ, Section D.

2.7.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers (as listed in Section 2.7).

2.7.3 Qualifications and Capabilities (SOQ, Section A)

Vendor shall demonstrate that Vendor is qualified and capable to perform the services required in the Agreement. The following sections must be included:

A. Minimum Qualifications (SOQ, Section A.1)

This section must describe how Vendor meets each of the mandatory Minimum Qualifications requirements outlined in this RFSQ, Section 1.3 (Minimum Qualifications).

B. Vendor's Background and Experience (Section A.2)

The Vendor shall complete, sign and date the Vendor's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in *Appendix A*. In addition, provide a summary of experience in providing the required services. Explain and state the number of years of experience Vendor has had in providing the same or similar services requested in this RFSQ. Provide relevant background information to demonstrate that the Vendor has the experience and capability to perform the required services as an individual, corporation or other entity.

C. Vendor's References (Section A.3)

The Vendor must complete and include *Required Forms, Exhibits 6, 7 and 8* as set forth in *Appendix A*.

a. Prospective Contractor References, Exhibit 6

Vendor must provide references where the same or similar

scope of services were provided.

b. *Prospective Contractor List of Contracts, Exhibit 7*

The listing must include all Public Entities contracts for the last two (2) years. A photocopy of this form should be used if necessary.

c. *Prospective Contractor List of Terminated Contracts, Exhibit 8*

Listing must include contracts terminated within the past three (3) years with a reason for termination.

It is the Vendor's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms – Exhibits 6 and 7.

County may disqualify a Vendor if:

- references fail to substantiate Vendor's description of the services provided; or
- references fail to support that Vendor has a continuing pattern of providing capable, productive and skilled services, or
- the Department is unable to reach the referenced point of contact with reasonable effort.

D. Approach to Statement of Work (Section A.4)

This section must describe Vendor's ability to provide any and all services required in the Agreement, specifically addressing the Statement of Work. Vendor shall provide a written summary describing how the Vendor intends to satisfy the following areas of the Statement of Work:

- Examination
- Consultation
- Compliance with Medical Examiner Rules and Procedures
- Hours of Operations

- Security and Confidentiality Requirements
- General Fitness Requirements
- Workload

E. Vendor's Pending Litigation and Judgments (Section A.5)

Identify by name, case and court jurisdiction any pending litigation in which Vendor is involved, or judgments against Vendor in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Vendor or principals of the Vendor.

2.7.4 Required Forms (Section B)

Include the following forms as provided in *Appendix A – Required Forms*.

Complete, sign and date all forms.

- Exhibit 2 Certification of No Conflict of Interest
- Exhibit 3 Vendor's Equal Employment Opportunity (EEO) Certification
- Exhibit 4 *Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form*
Vendor to complete and submit with the SOQ. Attach Local SBE Certification Letter issued by Los Angeles County Office of Affirmative Action Compliance.
- Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 *County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception*
- Exhibit 11 *Charitable Contributions Certification*
- Exhibit 12 *Certification of Compliance with County's Defaulted Property Tax Reduction Program*
- Appendix J Schedule of Fees

Vendor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of the Master Agreement.

Acknowledgement and acceptance of fixed fee paid by County to Contractor to perform the services specified in the Agreement.

2.7.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in the *Appendix H - Master Agreement*. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.6 Curriculum Vitae and Proof of Licenses (Section D)

Provide Curriculum Vitae.

Provide copies of educational and license certificates.

2.7.7 Exceptions (Section E)

If a Vendor takes exception to any of the terms and conditions of this RFSQ or any appendix and exhibit thereto, Vendor shall describe in detail exception(s) taken and provide alternative language.

2.8 SOQ Withdrawals

The Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request to the Department.

3 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review

process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

County shall review the *Vendor's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix A, Required Forms*, and determine if the Vendor meets the minimum qualifications of this RFSQ.

Failure of the Vendor to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in any SOQ if the sum and substance of the SOQ is present.

Vendor's Qualifications (Section A)

County's review shall include the following:

- A review to determine that the Vendor meets all Minimum Qualifications.
- Background and Experience as provided in Section A.2 of the SOQ.
- Vendor's References as provided in Section A.3. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine that the Vendor's approach to providing forensic pathology services will meet the requirements of the Statement of Work.
- A review to determine the magnitude of any pending litigation or judgments against the Vendor as provided in Section A.5.

3.1.2 Required Forms

All forms listed in Appendix A, including Appendix J (Schedule of Fees) except as instructed elsewhere, must be included in **Section B** of the SOQ.

3.1.3 Proof of Insurability

Review the proof of insurability provided in **Section C** of the SOQ.

3.1.4 Curriculum Vitae and Proof of Licenses

Review the proof of licenses provided in **Section D** of the SOQ.

3.1.5 Exceptions

Review exceptions provided in **Section E** (if any).

3.2 Disqualification Review

A SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ at any time during the review process. If the County determines that a SOQ is disqualified due to non-responsiveness, the County shall notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied. A Disqualification Review shall only be granted under the following circumstances:

- A. The firm/person requesting a Disqualification Review is a Vendor;
- B. The request for a Disqualification Review is submitted timely; and,
- C. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the department's determination shall be provided to the Vendor, in writing, prior to the conclusion of the review process.

3.3 Selection/Qualification Process

The Department will select Vendors that possess a high level of experience and have demonstrated the ability to perform Forensic Pathology services at

the standards of the Los Angeles County Chief Medical Examiner-Coroner. The Department, at its sole discretion, may offer Master Agreements to more than one Vendor.

3.4 Master Agreement Award

Vendors who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Vendor, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Vendor. All Vendors will be informed of the final selections.