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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 01, 2017

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

29 August 1, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF SERVICES CONTRACT FOR AS-NEEDED SERVICE OF PROCESS SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a service contract for service of process services.

IT IS RECOMMENDED THAT THE BOARD:

1. Award the contract for service of process services in an annual sum of \$140,000, to Calserve, Inc. This contract will be for a term of three years commencing upon Board's approval or execution by both parties, whichever occurs last, with two 1-year renewal options and a month to month extension up to six months for a maximum potential contract term of five years and six months.
2. Authorize the County Counsel or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the County Counsel or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the County Counsel or her designee, Calserve, Inc. has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the County Counsel or her designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as needed and intermittent service of process service. The work to be performed will consist of service of process and related miscellaneous services for County Counsel personnel. The proposed contract will replace the existing contract.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support County Counsel in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount of \$140,000 plus 10 percent for additional work within the scope of the contract with a maximum potential contract sum of \$770,000 plus any additional increase up to 10 percent of annual contract sum for unforeseen additional work. This amount is based on the unit prices quoted by the contractor and the Office of the County Counsel's estimated annual utilization of the contractor's services.

Funding for this service is included in the Fiscal Year 2017-18 Budget, and future funding will be included in the subsequent fiscal year budgets. Total annual expenditures for this service, however, will not exceed the contract amount approved by the Board. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Calserve, Inc., located in Los Angeles, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence upon the Board's approval or execution by both parties, whichever occurs last for a period of three years. With the Board's delegated authority, the County Counsel or her designee may renew the contract for two 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of five years and six months.

The contract's agreement will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the County Counsel executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with Calserve, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposers' minority participation is on file with County Counsel. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable memorandum of understanding, on January 9, 2017, the Request for Proposals (RFP) for this solicitation was submitted to the

appropriate union for review. The union has not asked to meet with County Counsel regarding this solicitation.

This contract is exempt from Proposition A because the services are on an as-needed and intermittent basis. Since these services are exempt from Proposition A, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

This contract does not allow for a cost-of-living adjustment for the optional years.

CONTRACTING PROCESS

On January 12, 2017, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B). Also, County Counsel informed 26 additional business enterprises about this business opportunity.

On February 14, 2017, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All seven proposals met these requirements and were evaluated by an evaluation committee consisting of County Counsel staff. The evaluation was based on criteria described in the RFP which included qualifications, approach to providing required services and quality control plan, cost and references utilizing the Informed Averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, Calserve, Inc., located in Los Angeles, California. The Office of the County Counsel determined the contractor's price to be reasonable for the work requested. There were no protests or requests for County Independent Reviews filed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as this service is presently contracted with the private sector.

CONCLUSION

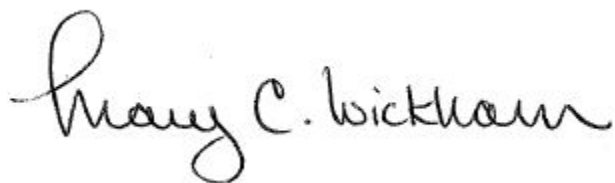
Please return one adopted copy of this letter to the Office of the County Counsel, Administrative Services Bureau.

The Honorable Board of Supervisors

8/1/2017

Page 4

Respectfully submitted,

A handwritten signature in black ink that reads "Mary C. Wickham". The signature is written in a cursive style with a large initial 'M' and a distinct 'C'.

MARY WICKHAM

County Counsel

MCW:JC:ac

Enclosures

c: Sachi A. Hamai
Chief Executive Officer

Lori Glasgow
Executive Officer
Board of Supervisors

CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CALSERVE, INC.
FOR
AS-NEEDED SERVICE OF PROCESS SERVICES

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- A Statement of Work
- B Pricing Schedule
- C INTENTIONALLY OMITTED
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J-M Intentionally Omitted
- N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- O Charitable Contributions Certification
- P Contractor Acknowledgement and Confidentiality Agreement
- Q Contract Discrepancy Report
- R User Complaint Form
- S Performance Requirements Summary (PRS) Chart
- T Sample Service of Process Request Forms
- U County Counsel Site Locations

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CALSERVE, INC.
FOR
AS-NEEDED SERVICE OF PROCESS SERVICES**

This Contract ("Contract") made and entered into this ___ day of _____, 2017 by and between the County of Los Angeles, hereinafter referred to as County and Calserve, Inc., hereinafter referred to as "Contractor". Calserve, Inc. is located in Los Angeles, California.

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed Service of Process Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Service of Process Services; and

WHEREAS, this Contract is therefore authorized under Section 23004 and 31000 of the California Government Code and otherwise; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O P, Q, R, S, T and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits,

such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J-M - Intentionally Omitted
- 1.11 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.12 Exhibit O - Charitable Contributions Certification
- 1.13 Exhibit P - Contractor Acknowledgement and Confidentiality Agreement
- 1.14 Exhibit Q - Contract Discrepancy Report
- 1.15 Exhibit R - User Complaint Form
- 1.16 Exhibit S - Performance Requirements Summary (PRS) Chart
- 1.17 Exhibit T - Sample Service of Process Request Forms
- 1.18 Exhibit U - County Counsel Site Locations

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to

this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 Board of Supervisors (Board): The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

2.1.1.3 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.4 Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.5 County Counsel Contract Manager: Person with responsibility to oversee the day to day activities of this contract.

2.1.1.6 County Counsel Contract Monitor: Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor; confirming the invoices received from Contractor matches items in the Pricing Schedule.

2.1.1.7 County Counsel: The County Counsel of Los Angeles County. Interchangeable with Director and Department Head.

- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **Department Head:** Interchangeable with Director and County Counsel.
- 2.1.1.10 **Director:** Interchangeable with County Counsel and Department Head.
- 2.1.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.12 **Performance Requirement Summary (PRS)—**A listing of required services used to monitor a Contractor's compliance with the Contract. A PRS is usually included in the Statement of Work.
- 2.1.1.13 **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services. A detailed statement of the services being provided or requested.
- 2.1.1.14 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, or execution by both parties, whichever occurs last, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five years and six months. Each such extension option may be exercised at the sole discretion of the Department head.

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 Contractor shall provide all work under this Contract at the rates set forth in Exhibit B – Pricing Schedule, which is attached and incorporated by this reference. County shall have no obligation for payment of fees or any work performed by Contractor except for the work which is expressly authorized pursuant to this Contract. County shall have no obligation to guarantee a minimum amount of business.

5.2 Written Approval for Reimbursement

5.2.1 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 person or 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 not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County Counsel at the address herein provided in Exhibit E, County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

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

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Hall of Administration
Office of the County Counsel
Attn: Angela Cho
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County Counsel's Contract Manager

6.2.1 The role of the County Counsel's Contract Manager may include:

- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.2.1.3 Oversee the day-to-day administration of this Contract

6.3 County Counsel Contract Monitor

6.3.1 The role of the County Counsel's Contract Monitor is authorized to include:

- 6.3.1.1 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.1.2 Confirming the invoices received from Contractor matches items in the Pricing Schedule

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's

Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the

member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. 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 to

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by County Counsel.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by County Counsel.

8.1.3 The Department may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by County Counsel.

8.2 Assignment and Delegation

8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such

consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of

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

8.5 Complaints

8.5.1 Problems relating to the performance of the Contractor's personnel may be recorded by the County on a User Complaint Report Form (hereinafter referred to as "UCR"), *Exhibit R*. The Contractor shall respond in writing to the issues(s) stated in the UCR within 48 hours upon receipt.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) 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 to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this 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 fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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 ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

- 8.12.4.4 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.
- 8.12.4.5 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.
- 8.12.4.6 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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a *prominent position at the contractor's place of business*. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family

or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will evaluate the contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 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.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 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 dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 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.

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

County of Los Angeles
Administrative Services Bureau
500 W. Temple St., 6th Floor
Attn: Angela Cho, Management Analyst

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

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

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

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation

of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, 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 Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of

actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Exhibit S (Performance Requirements Summary (PRS)) Chart hereunder, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status,

or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition,

a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County Counsel Contract Manager any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County Counsel Contract Manager is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the

solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Counsel Contract Manager. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the

contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County Counsel Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles
Administrative Services Bureau, Internal Support Services
500 W Temple Street, 6th Floor
Los Angeles, CA 90012
Attn: Angela Cho, Management Analyst

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety

(90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County Counsel Contract Manager:

8.43.1.1 Contractor has materially breached this Contract;
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is

determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 8.45.1.1 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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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 ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 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 ten (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.

8.54 Compliance with County's Zero Tolerance Human Trafficking

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

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 Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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 Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

9.3 Ownership of Materials, Software and Copyright

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

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

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor

considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Counsel Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and

providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Local Small Business Enterprise (LSBE) Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

CONTRACTOR: CALSERVE, INC.

Name

By  Jay Jakar

Name

president

Title

COUNTY OF LOS ANGELES

By _____

Mary C. Wickham
County Counsel

APPROVED AS-TO-FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARY C. WICKHAM, COUNTY COUNSEL

By: _____

Elizabeth Friedman
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide As-Needed Service of Process Services upon request from County Counsel personnel, as further described in this Exhibit.
- 1.2 Upon request by County Counsel personnel, Contractor shall provide As-Needed Service of Process Services to at all County site locations listed in Exhibit 5, County Counsel Site Locations.
- 1.3 County reserves the right to contract with other contractors or request the services of other firms for the same or similar services. County shall be under no obligation to guarantee a minimum amount of business.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County reserves the right to require the Contractor to performance specific tasks and/or work extra hours in addition to what is stated in Paragraph 7.0, Hours/Days of Work, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.
- 2.2 County may, on reasonable notice, add or delete locations.
- 2.3 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Contract Discrepancy Report (Exhibit Q)

Verbal notification of a Contract discrepancy will be made to the County Counsel Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Counsel Contract Manager as will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within one (1) workday, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within three (3) workdays.

4.2 User Complaint Form

Problems relating to the performance of the Contractor's personnel may be recorded by the County on a User Complaint Report Form (hereinafter referred to as "UCR"), *Exhibit R*. The Contractor shall respond in writing to the issues(s) stated in the UCR within 48 hours upon receipt.

4.3 County Observations

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

5.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2, Definitions, of the Contract, it may be necessary to define terms that are used in the SOW.

CRISS/CROSS- use of a cross reference directory used to find people, including reverse-telephone directories.

FIELD LOCATE- locating an individual or entity.

INVESTIGATION- a careful search or examination in order to discover facts, etc.

ROUTINE SERVICE- requests for service of process that do not qualify either as a "Special Service" or "Rush Service," and a proof of service shall be returned within 72 hours after a successful service.

RUSH SERVICE- requests for service of process to be picked up within three (3) hours of notification and return of service made within 48 hours.

SKIP TRACING- locating an individual or entity that is no longer at a viable address or location. County Counsel will provide the name and last known address.

SKIP TRACING (WITH LIMITED INFORMATION)- locating any individual when County Counsel can only provide limited information, such as name only.

SPECIAL SERVICE- requests for service of process made/attempted the same work day. If requested, a proof of service shall be returned the same work day (when circumstances will allow), but no later than the following work day.

STAKE OUT- surveillance for the purpose of service of process.

SUCCESSFUL SERVICE- completed service of process and return of service (and any other documents, if applicable) within the designated timeframe.

UNSUCCESSFUL SERVICE – incomplete service of process within designated timeframe.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager as specified in Section 7.0 Hours/Days of Work. Contractor shall provide a telephone number where the Project Manager may be reached.
- 6.2.2 Project Manager shall act as a central point of contact with the County and shall be responsible for the Contractor's day-to-day activities as related to this Contract.
- 6.2.3 The Contractor Project Manager shall be permanently employed with the Contractor and have at least two years documented experience as an operations supervisor in providing service of process services.

- 6.3.4 Project Manager or designee shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 6.2.5 The Contract Project Manager must be approved by the County Counsel Contract Manager in writing and any proposed replacement.

6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.
- 6.3.3 Contractor's process servers assigned to this Contract must have at least one year of experience providing service of process services equivalent or similar to the services described in this Exhibit.
- 6.3.4 Personnel provided by Contractor to serve legal papers must be at least eighteen (18) years of age and not a party to the action.
- 6.3.5 Each of the Contractor's process servers must be bonded per the requirements of the State of California.
- 6.3.6 Contractor and its process servers must adhere to all Civil Procedure, Business and Professions, and Penal Code regulations pertaining to service of process.
- 6.3.7 Contractor's personnel including, but not limited to Contractor Project Manager and/or designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential duties, and shall perform all work hereunder in a professional, workmanlike manner.
- 6.3.8 Contractor's personnel shall be courteous and neat in appearance at all times.
- 6.3.9 All Contractor's personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the Contract.
- 6.3.10 Any Contractor's personnel who drives a vehicle in performance of contract operations shall maintain a valid California driver's license for that vehicle class during the term of the Contract.
- 6.3.11 Contractor shall maintain a file of required licenses and credentials for the business entity and for all subject personnel, which licenses and

credentials are current at all times and accessible to the County for inspection upon request.

6.4 Uniforms/Identification Badges

6.4.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

6.5 Materials and Equipment

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

6.6 Training

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

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

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call.**

7.0 HOURS/DAY OF WORK

Hours of services shall be primarily performed within the 8 a.m. to 5 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the County Counsel Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

8.0 UNSCHEDULED WORK

- 8.1 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 8.2 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County Counsel's Contract Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 8.3 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 8.4 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 SPECIFIC WORK REQUIREMENTS

All work orders and invoices must clearly state which County Counsel staff requested the work.

- 9.1 Contractor shall provide service of process services which may include, but not limited to, various levels of pickup service from any County Counsel site location delivery to any location within, as specified in the service request.
- 9.2 Contractor shall ensure that County personnel complete the appropriate *Service of Process Request Form* – Exhibit T- prior to providing services. Service provided without the appropriate request form will not be paid for by the County.
- 9.3 Contractor's personnel shall perform the following tasks:
- a. Examine the County's Service of Process Request Form – Exhibit T, to determine the type of action required (i.e. Routine, Rush, or Special Services) and destination.
 - i. Routine: requests for service of process that do not qualify either as a "Special Service" or "Rush Service," and a proof of service shall be returned within 72 hours after a successful service.

- ii. Rush: requests for service of process to be picked up within three (3) hours of notification and return of service made within 48 hours.
- iii. Special: requests for service of process made/attempted the same work day. If requested, a proof of service shall be returned the same work day (when circumstances will allow), but no later than the following work day.
- iv. Destinations
 - a. North Los Angeles County will be considered Antelope Valley and Santa Clarita Valley.
 - b. Los Angeles County is considered the greater Los Angeles County region excluding North Los Angeles County.
 - c. All Other California Counties, excluding Los Angeles County and North Los Angeles County.
 - d. National and International destinations includes all other locations outside of California.
- b. Promptly serve documents to proper person(s) or entity.
- c. Sign proof of delivery or service when applicable.
- d. Upon request by the County Counsel Contract Manager/Monitor or by requesting County Counsel personnel, provide the following service:
 - i. Additional Attempts beyond three included attempts.
 - ii. Field Locates
 - iii. Skip trace for correct address.
 - iv. Skip trace with limited information
 - v. Criss/cross for more accurate information
 - vi. Stake Out
 - vii. Investigation
 - viii. Check other sources as requested by County.
- e. When applicable, ensure that the documents served are properly signed by the service. The proof of service must always be signed by the server.
- f. If the proofs of service are rejected by the courts for not using mandatory forms, Contractor shall resubmit/reattempt the service with the correct mandatory forms at no additional cost to the County.

- 9.5 Contractor shall make no less than three (3) service attempts at the address(es) provided by County Counsel, unless service is made on the first or second attempt, or the address is a mailing only address, or the given address is verified or not valid.
- 9.6 Following unsuccessful attempts, Contractor shall notify by phone within 2 to 4 hours or by 10:00 a.m. of the next working day, the County Counsel staff requesting the service unless County Counsel has requested immediate notification. Returned documents must be accompanied by a completed Certificate of Non-Service to the appropriate location by the 4th business day following the last attempted service, unless County Counsel has requested an earlier return date.
- 9.7 Contract shall fully document all attempts at service including, but not limited, to the date, time, place, manner in which a party was located, and other pertinent information, and shall submit such information with the service documents to the County Counsel personnel requesting the service once service is established as successful or unsuccessful. This may be in the form of a Declaration of Due Diligence, which shall be at no additional cost to County Counsel.
- 9.8 Contractor shall make every effort towards a successful process service, to include attempts made at different times of the day or night, and on different days of the week.
- 9.9 Subpoenas shall be served as expeditiously as possible, and proof of service returned to County Counsel within four (4) business days of successful service and at least two (2) business days prior to the related hearing. If the service is completed less than three (3) days prior to the hearing, Contractor shall notify the person requesting the service about the completion of the service, unless County Counsel has requested an earlier return date.
- 9.10 Contractor shall only be reimbursed for costs paid by Contractor for and on behalf of County. Contractor must submit invoices for these costs. These reimbursable costs are limited to
 - 9.10.1 Unexpected cash advances attributed to court filing and related services, such as court filing fees and copy fees.
 - 9.10.2 Witness fees
 - 9.10.3 Record retrieval fees
 - 9.10.4 Shipping and handling fees over \$20 (County Counsel will reimburse the difference)
- 9.11 Under certain circumstances, either County Counsel or Contractor may need to make arrangements for special timeframes and/or special handling of individual cases. These documents will be designated as "Rush" and must be picked up within three (3) hours of notification to Contractor and return of service made within 48 hours. If a special trip is required for a service of process or a delivery of a proof of service, it shall be billed at a "Rush" rate.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit S), the higher service level in the judgment of County Counsel shall prevail.

The County Counsel Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the County Counsel Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the County Counsel Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the County Counsel Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the County Counsel Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

10.0 GREEN INITIATIVES

- 11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County Counsel's Contract Manager of Contractor's new green initiatives prior to the contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit S, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that

defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan and preventative maintenance plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel the Contract for repeated, systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 days, the County may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the Contract as provided for in the Contract for County's exercise of any other rights and remedies provided for under law of the Contract.

PRICING SHEET

AS-NEEDED SERVICE OF PROCESS SERVICES

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, overtime, materials, transportation, fuel, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

As-Needed Service of Process Services Rate:

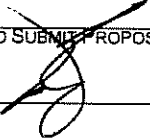
Contractor's proposed firm and fixed rate by distance for all service of process work described in the Statement of Work, Appendix A. Rates include 3 attempts and documentation of attempts, such as Declaration of Diligence.

A. General Services	Successful			Unsuccessful		
	Routine	Rush	Special	Routine	Rush	Special
Los Angeles County (except North Los Angeles County) Appendix A, Statement of Work, Sub-paragraph, Destinations, 9.3.iv.	<u>\$ 34.00</u>	<u>\$ 52.00</u>	<u>\$ 60.00</u>	<u>\$ 20.00</u>	<u>\$ 38.00</u>	<u>\$ 48.00</u>
North Los Angeles County Appendix A, Statement of Work, Sub-paragraph, Destinations, 9.3.iv.	<u>\$ 52.00</u>	<u>\$ 72.00</u>	<u>\$ 80.00</u>	<u>\$ 29.00</u>	<u>\$ 38.00</u>	<u>\$ 48.00</u>
All Other California Counties Appendix A, Statement of Work, Sub-paragraph, Destinations, 9.3.iv.	<u>\$ 80.00</u>	<u>\$ 98.00</u>	<u>\$ 110.00</u>	<u>\$ 38.00</u>	<u>\$ 58.00</u>	<u>\$ 66.00</u>
National and International Appendix A, Statement of Work, Sub-paragraph, Destinations, 9.3.iv.	<u>\$ 125.00</u>	<u>\$ 135.00</u>	<u>\$ 145.00</u>	<u>\$ 70.00</u>	<u>\$ 80.00</u>	<u>\$ 98.00</u>

B. Miscellaneous Services

Appendix A, Statement of Work, Sub-paragraph, 9.3.d.

A. Additional Attempts (beyond three included attempts)	\$ <u>n/c</u> per request
B. Field Locates	\$ <u>20.00</u> per request If results in successful service.
C. Skip Trace	\$ <u>25.00</u> per request
D. Skip Trace (with limited information)	\$ <u>50.00</u> per request
E. Criss/Cross	\$ <u>25.00</u> per request
E. Stake Out	\$ <u>35.00</u> per hour One hour minimum
F. Investigation	\$ <u>35.00</u> per hour

LEGAL NAME OF PROPOSER Calserve, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 2/8/17	STATE CONTRACTOR'S LICENSE NUMBER N/A	LICENSE TYPE N/A
PROPOSER'S ADDRESS: PO Box 39607 Los Angeles, CA 90039		
E-MAIL jjakar@calserve.biz		
PHONE 888-757-8909	MOBILE 323-574-8888	FACSIMILE 877-632-9757

INTENTIONALLY OMITTED

PROPOSER'S EEO CERTIFICATION

CALSERVE, INC.

Company Name

PO Box 39607 Los Angeles, CA 90039

Address

20-3198236

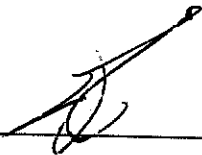
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature



2/8/17

Date

Jay Jakar President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. 2017-002

COUNTY COUNSEL CONTRACT MANAGER:

Name: Angela Cho
Title: Management Analyst
Address: 500 W. Temple Street, Room 653
Los Angeles, CA 90012
Telephone: 213-974-8572
E-Mail Address: acho@counsel.lacounty.gov

COUNTY COUNSEL CONTRACT MONITOR:

Name: Denise Gonzalez
Title: Intermediate Clerk
Address: 500 W. Temple Street, Room 653
Los Angeles, CA 90012
Telephone: 213-893-2433
E-Mail Address: struong@counsel.lacounty.gov

COUNTY REQUESTING PARTY:

The County Requesting Party shall be County Counsel personnel.

EXHIBIT F

CONTRACTOR'S ADMINISTRATIONCONTRACTOR'S NAME: CALSERVE, INC.CONTRACT NO: 2017-002CONTRACTOR'S PROJECT MANAGER: Jay JakarName: Jay JakarTitle: PresidentAddress: PO Box 39607 Los Angeles, CA 90039Telephone: 888-757-8909Facsimile: 877-632-9757E-Mail Address: jjakar@calserve.biz**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Bianca JakarTitle: Vice PresidentAddress: PO Box 39607 Los Angeles, CA 90039Telephone: 888-757-8909Facsimile: 877-632-9757E-Mail Address: bjakar@calserve.bizName: Monique LyTitle: Vice PresidentAddress: PO Box 39607 Los Angeles, CA 90039Telephone: 888-757-8909Facsimile: 877-632-9757E-Mail Address: mly@calserve.biz**Notices to Contractor shall be sent to the following:**Name: Jay JakarTitle: PresidentAddress: PO Box 39607 Los Angeles, CA 90039Telephone: 888-757-8909Facsimile: 877-632-9757E-Mail Address: jjakar@calserve.biz

REQUIRED FORMS -

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. Is your firm a corporation or limited liability company (LLC)? Yes No

If yes, complete:

Legal Name (found in Articles of Incorporation) CALSERVE, INC.
State California Year Inc. 2005

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

n/a

3. Is your firm doing business under one or more DBA's? Yes No

If yes, complete (if more than one, please continue on another sheet):

Name	County of Registration	Year became DBA
<u>n/a</u>		

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

If yes, complete:

Name of parent firm: n/a

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years? Yes No

If yes, complete (if more than one, please continue on another sheet):

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

Yes No If yes, provide information:

Proposer acknowledges and certifies that firm meets and will comply with the Propser's Minimum Qualifications as stated in Paragraph 3.0, of this Request for Proposal, as listed below.

Check the appropriate boxes:

Yes No Proposer must have at least three years of experience providing service of process services similar to the services identified in Appendix, Scope of Work.

Yes No Proposer's Project Manager shall be permanently employed with the Contractor and have at least two years documented experience as an operations supervisor in providing service of process services.

Yes No Proposer's process servers assigned to this Contract must have at least one year of experience providing service of process services equivalent or similar to the services identified in Appendix, Scope of Work.

Yes No Proposer's process servers must hold a valid bond according to the State of California requirements.

**REQUIRED FORMS -
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION**

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

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): <u>15</u>						
Race/Ethnic Composition of Firm. Distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	1	1	1		2	2
Hispanic/Latino			1	2		2
Asian or Pacific Islander	1					
American Indian						
Filipino						
White				1		1

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

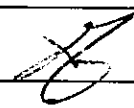
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	40 %	%	%	%	%	%
Women	30 %	%	30 %	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other
None					

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

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

PROPOSER NAME: Calserve, Inc.		COUNTY WEBVEN NUMBER: 12995701	
ADDRESS: PO Box 39607 Los Angeles, CA 90039			
PHONE NUMBER: 888-757-8909		E-MAIL: jjakar@calserve.biz	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 20-3198236		CALIFORNIA BUSINESS LICENSE NUMBER: N/A	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): Jay Jakar President			
SIGNATURE 			DATE 2/8/17

**REQUIRED FORMS -
PROSPECTIVE CONTRACTOR REFERENCES**

Contractor's Name: CALSERVE, INC.

List five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Contra Costa DCSS	50 Douglas Dr. Matinez, CA	Linda Dippel, Director	(925) 313-4405	(925) 335-3636
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Service of Process	14	Service of Process	\$125,000.00	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Merced DCSS	3368 N State Hwy 59, Merced	Sharon Wardell-Trejo, Director	(209) 381-1322	(209) 381-1305
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Service of Process	13	Service of Process	\$125,000.00	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Sac. Co Purchasing	9660 Ecology Ln Sacramento	Steve Clark Sr. Buyer	(916) 876-6366	(n/a)
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Service of Process	13	Service of Process	\$75,000.00	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Sac. Co. DHHS	3331 Power Inn Rd Sac	Melody Clark	(916) 875-8794	(916) 875-4825
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Locate/Service of Process	12	Locate/Service of Process	\$75,000.00	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Imperial Co DCSS	7295 S. 4th St. El Centro	Billie Matus	(760) 482-2345	(760) 352-4612
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Service of Process	10	Service of Process	\$60,000.00	

DCSS = Department of Child Support Services
DHHS - Department of Health and Human Services.

EXHIBIT G

**REQUIRED FORMS -
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

Contractor's Name: CALSERVE, INC.

SEE LISTING OF CONTRACTOR REFERENCES

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

1. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
2. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
3. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
4. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
5. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

REQUIRED FORMS
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: CALSERVE, INC.

List of all contracts that have been terminated within the past three (3) years. **NONE**

1. Name of Firm	Address of Firm	Contact Person	Telephone # () ()	Fax # () ()
Name of Contract No. Reason for Termination:				
2. Name of Firm				
Address of Firm				
Contact Person				
Telephone # () ()				
Fax # () ()				
Name of Contract No. Reason for Termination:				
3. Name of Firm				
Address of Firm				
Contact Person				
Telephone # () ()				
Fax # () ()				
Name of Contract No. Reason for Termination:				
4. Name of Firm				
Address of Firm				
Contact Person				
Telephone # () ()				
Fax # () ()				
Name of Contract No. Reason for Termination:				

EXHIBIT G

REQUIRED FORMS -

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

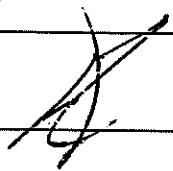
Calserve, Inc. by Jay Jakar

Proposer Name

President

Proposer Official Title

Official's Signature



**REQUIRED FORMS -
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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


Signature:  _____ Date: 2/8/17 _____

EXHIBIT G

**REQUIRED FORMS -
REQUEST FOR PREFERENCE CONSIDERATION**

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.*

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee size that meet the State's Department of General Services requirements; and
- Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- Certified as a SE business by the DCBA.

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and
- Certified as a DVBE by the DCBA.

***BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

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

DCBA certification is attached.


Name of Firm Calserve, Inc.		County Webven No. 12995701	
Print Name: Jay Jakar		Title: President	
Signature: 		Date: 2/8/17	
Reviewer's Signature	Approved	Disapproved	Date

EXHIBIT G

REQUIRED FORMS -

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

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

YES (subject to verification by County) NO

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

YES NO

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

YES NO N/A (Program not available)

Proposer's Organization: Calserve, Inc.

Signature: 

Print Name: Jay Jakar

Title: President Date: 2/8/17

Telephone No: 888-757-8909 Fax No: 877-632-9757

EXHIBIT G

REQUIRED FORMS -

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

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

Company Name: Calserve, Inc.			
Company Address: PO Box 39607			
City: Los Angeles	State: CA	Zip Code: 90039	
Telephone Number: 888-757-8909			
Solicitation For <u>contract</u> Services: As-Needed Service of Process Services			

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

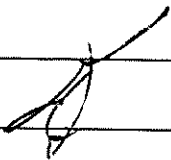
Print Name: Jay Jakar	Title: President
Signature: 	Date: 2/8/17

EXHIBIT G

REQUIRED FORMS - -----

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Jay Jakar	888-757-8909
Bianca Jakar	888-757-8909
Monique Ly	888-757-8909

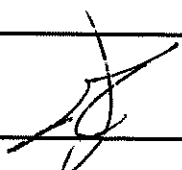
NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

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

NONE

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

CALSERVE, INC.

Name of Firm	
Jay Jakar	President
Print Name of Signer	Title
	Date
Signature	2/8/17

REQUIRED FORMS

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

Company Name: Calserve, Inc.			
Company Address: PO Box 39607			
City: Los Angeles	State: CA	Zip Code: 90039	
Telephone Number: 888-757-8909	Email address: jjakar@calserve.biz		
Solicitation/Contract For _____ Services: As-Needed Service of Process Server Services			

The Proposer/Bidder/Contractor certifies that:

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

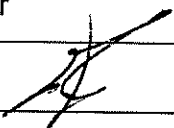
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

- OR -

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

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

Print Name: Jay Jakar	Title: President
Signature: 	Date: 2/8/17

REQUIRED FORMS -

**ZERO TOLERANCE HUMAN TRAFFICKING
 POLICY CERTIFICATION**

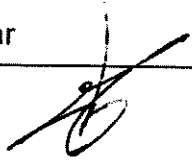
Company Name: Calserve, Inc.		
Company Address: PO Box 39607		
City: Los Angeles	State: CA	Zip Code: 90039
Telephone Number: 888-757-8909	Email address: jjakar@calserve.biz	
Solicitation/Contract for <u>As-Needed Service of Process</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name: Jay Jakar	Title: President
Signature: 	Date: 2/8/17

REQUIRED FORMS -

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must complete all the required forms in addition to supplying

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name of Subcontractor	Address	Specific Description of Subcontract Service
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

PROPRIETARY
&
CONFIDENTIAL

PROPRIETARY
&
CONFIDENTIAL

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

A baby's story

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

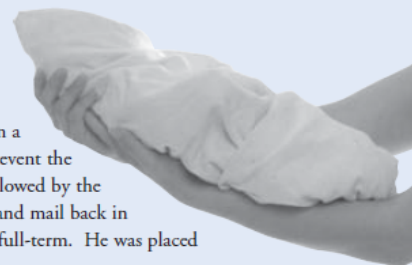
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

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

Why is California doing this?

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



EXHIBITS J-M

INTENTIONALLY OMITTED

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected

Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or

other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or

Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

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

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

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

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

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

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

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs,

expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

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

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

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

Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

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

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

19. AUDIT, INSPECTION, AND EXAMINATION

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

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

EXHIBIT O

CHARITABLE CONTRIBUTIONS CERTIFICATION

CALSERVE, Inc.

Company Name

PO Box 39607 Los Angeles, CA 90039

Address

20-319-8236

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

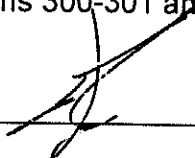
Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature



2/8/17

Date

Jay Jakar President

Please Print Name and Title of Signer

EXHIBIT P

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Calserve, Inc. Contract
 No. 2017-002

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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


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

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

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

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

SIGNATURE:



DATE: 05 / 18 / 17

PRINTED NAME:

Jay Jakar

POSITION:

President

USER COMPLAINT REPORT (UCR) FORM

DATE: _____

REQUESTOR'S NAME: _____

PHONE EXTENSION: _____

DIVISION: _____

VENDOR INFORMATION

A. VENDOR NAME: _____

B. VENDOR PERSONNEL INVOLVED: _____

TYPE OF SERVICE

- COURT FILING
- MESSENGER SERVICE
- PHOTOCOPYING/DUPLICATION
- SERVICE OF PROCESS
- SUBPOENA PREPARATION
- SPECIAL REQUEST

NAME: _____

ADDRESS: _____

BRANCH NAME: _____

CASE NAME: _____

CASE NUMBER: _____

DATE OF REQUEST: _____

TIME REQUESTED: _____

DEADLINE/TIME-FRAME GIVEN: (CHECK ONE)
YES NO

DATE: _____

STATUS OF REQUEST: (CHECK ONE)
COMPLETED INCOMPLETE

DATE: _____

COMPLAINT: (BRIEF EXPLANATION)

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$100 per occurrence
Contract: Paragraph 7.3- Approval of Contractor's Staff	Contractor's staff performing work under this Contract must be County-approved.	Inspection & Observation	\$100 per occurrence
Contract: Paragraph 7.5- Background and Security Investigations	Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County	Inspection & Observation	\$100 per occurrence
Contract: Paragraph 8.2- Assignment and Delegation	The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without County Consent.	Inspection & Observation	\$100 per occurrence

Contract: Sub-paragraph 8.24.5- 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.	Observation	\$100 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Paragraph 6.5 – Uniform/Identification Badges	Contractor's employees shall wear an appropriate uniform at all times.	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 6.8 – Contractor's Office	The Contractor shall answer calls received by the answering service within one (1) hour of resuming office hours.	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 9.0 – Specific Work Requirements	The Contractor fails to perform task on-time and fails to notify County Counsel staff in a timely manner.	Inspection & Observation	\$50 per occurrence

SERVICE OF PROCESS REQUEST FORM SAMPLE										INVOICE					
CONTRACTOR INFORMATION HERE										N ^o					
										DATE OF REQUEST:					
<i>Origin:</i> Los Angeles County Counsel <small>500 W. Temple St., Los Angeles, CA 90012</small>					TYPE OF SERVICE					DOCUMENTS TO BE SERVED					
					<input type="checkbox"/> Regular (Routine) <input type="checkbox"/> Rush <input type="checkbox"/> Special (Same Day)										
SECRETARY:					PHONE NUMBER:										
ATTORNEY:					PHONE NUMBER		HEARING DATE		LAST DAY TO SERVE						
CASE NO.				PLAINTIFF DEFENDANT											
NAME OF PERSON/ENTITY TO BE SERVED					HOME ADDRESS/TELEPHONE NUMBER										
DESCRIPTION					BUSINESS ADDRESS/TELEPHONE NUMBER										
DATE OF BIRTH		SEX	RACE	HEIGHT							WEIGHT				
EYES	HAIR	SOC SEC NO.		DRIVER'S LICENSE NO											
MARKS															
ADDITIONAL HOME ADDRESS/TELEPHONE NUMBER				ADDITIONAL BUSINESS ADDRESS/TELEPHONE NUMBER				SPECIAL INSTRUCTIONS							
Verified:				Verified:											
PERSON/ENTITY SERVED				SERVED AS/CAPACITY											
								INVESTIGATION							
								BAD ADDRESS							
DATE	TIME	SERVED BY		HEIGHT	WEIGHT	HAIR	EYES	AGE	RACE	INVOICE TOTAL					
	A.M. P.M.														
CALSERVE USE ONLY STATUS/REPORT															

SERVICE OF PROCESS REQUEST FORM SAMPLE		
DATE _____		
ORIGIN <input type="checkbox"/> 500 W. Temple <input type="checkbox"/> Monterey Park <input type="checkbox"/> World Trade Center <input type="checkbox"/> One Gateway Plaza <input type="checkbox"/> Alhambra <input type="checkbox"/> Lancaster <input type="checkbox"/> San Fernando <input type="checkbox"/> Sacramento	TYPE OF SERVICE <input type="checkbox"/> ROUTINE <input type="checkbox"/> RUSH <input type="checkbox"/> SPECIAL	DOCUMENTS TO BE SERVED
ATTORNEY	PHONE #	SECRETARY
CASE NAME/NO. PLTF. VS DEFT.	NAME OF PERSON/ENTITY TO BE SERVED	HOME ADDRESS/ PHONE NO.
SPECIAL INSTRUCTIONS		BUSINESS ADDRESS/ PHONE NO.
RECEIVED BY	RELATION TO PERSON/ ENTITY TO BE SERVED	DATE & TIME SERVED
_____ NAME IN PRINT	_____ SIGNATURE	
SERVED BY	STATUS:	
_____ NAME IN PRINT	<input type="checkbox"/> PROCESS SERVED <input type="checkbox"/> UNABLE TO LOCATE <input type="checkbox"/> REFUSED TO ACCEPT <input type="checkbox"/> OTHERS (SPECIFY)	
_____ SIGNATURE		

EXHIBIT U

COUNTY COUNSEL SITE LOCATIONS

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

<p>Administrative Headquarters/ Main Location</p>	<p>Kenneth Hahn Hall of Administration Room 653 500 W. Temple Street Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Executive Office</i> - <i>Administrative Services Bureau</i> - <i>General Litigation Division</i> - <i>Government Services Division</i> - <i>Health Services Division</i> - <i>Labor & Employment Division</i> - <i>Law Enforcement Division</i> - <i>Property Division</i> - <i>Public Works Division</i> - <i>Social Services Division</i> - <i>Contract Services Division</i>
<p>Field Locations</p>	<p>Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754</p> <ul style="list-style-type: none"> - <i>Dependency Division</i> <p>Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754</p> <p>World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071</p> <ul style="list-style-type: none"> - <i>Probate Division</i> - <i>Workers' Compensation Division</i> <p>Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065</p> <p>Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012</p> <ul style="list-style-type: none"> - <i>Transportation Division</i>

CALSERVE, INC.

Business Proposal for

RFP:2007-001

AS-NEEDED SERVICE of PROCESS SERVICES

OFFICE of the LOS ANGELES COUNTY COUNSEL

Submitted: February 14, 2017

 ORIGINAL

SECTION A

CALSERVE, INC.

P.O. Box 39607 Los Angeles, Ca 90039-0607
Worldwide Service

Selection Committee
RFP:(2017-001) As-Needed Service of Process Services
Office of the Los Angeles County Counsel
500 W. Temple Street 6th. Floor
Los Angeles, CA 90012

FTIN: 20-3198236

February 14, 2017

By Hand Delivery

Dear Committee Members,

Calserve, Inc. is pleased to present to the Office of the Los Angeles County Counsel our Proposal to provide As-Needed Service of Process Services. The scope of our proposal encompasses all local, statewide, national and international venues for service of process and related services.

In offering our services, it is our intent to provide the same level of professionalism and innovative service that our clients in other California counties enjoy. We are a Certified California Small Business Enterprise and a Los Angeles County Certified Local Small Business Enterprise. As such, we subscribe to and exemplify those standards of business practice.

In all matters pertaining to this proposal or the negotiation and execution of a contract or purchase order by acceptance of this proposal, you may contact: Jay Jakar, President. In the alternative, Bianca Jakar, Vice President/Corporate Secretary or Monique Ly, Vice President/Corporate Treasurer. Each has the authority to negotiate for and bind the corporation in contractual agreement. Please direct all inquiries to: Jay Jakar P O Box 39607 Los Angeles, CA. 90039. jjakar@calserve.biz . This proposal is valid for 270 days from receipt.

Thank you for the opportunity to propose. We look forward to being of continued service to the Office of the Los Angeles County Counsel and a valued member of your litigation team.

Sincerely,

Jay Jakar
President



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Office of the Los Angeles county Counsel
RFP:(2017-001) As-Needed Service of Process Services

Calserve, Inc.

Executive Summary

Our Proposal is presented in a narrative form. Required information Sections are listed on the lead Section pages.

Calserve, Inc. is now in its 25th year of providing Service of Process and Related Services to the Office of the Los Angeles County Counsel. Over those years Calserve has grown with the Office and kept pace with the day to day request for services that support your litigation. We have worked closely with your professional and lay staff in providing services tailored to each case. When and where possible we have enhanced services and processes that added to the interface between the Office and Calserve. In this present contract, after 15 years of using manual NCR Service Request Forms, we transitioned the Office to computer generated PDF attached email Request for Service. This accelerated the speed at which your process is in the field for service and greatly enhanced tracking and accountability. Billing is next. We hope!

Calserve, Inc. is the only process serving entity in California that exclusively serves government process. This process is very different from the usual civil process. It is usually not "popular paper". Litigants, defendants, witnesses and entities are not always where you believe them to be and, in some cases, have been missing for years. Calserve, Inc. has developed extensive locate methods that result in locating and serving these cases. Over the past 25years we have worked closely with your staff in locating and serving for all of the Divisions that comprise the Office of the County Counsel.

We presently provide contracted services to Butte*, Central Sierra Child Support Agency*, Colusa*, Contra Costa*, Eastern Sierra Regional*, Imperial*, Lake*, Lassen*, Los Angeles, Merced*, Mariposa*, North Coast Regional*, Orange, Plumas*, Sacramento, San Benito/Santa Cruz Regional*, Shasta* and Siskiyou/Modoc Regional* counties.

*Child Support Agencies

We are a member and/or sponsor of:

National Child Support Enforcement Association
Western Interstate Child Support Enforcement Council
California Child Support Director Association
Southwest Regional Child Support Enforcement Association
California State Sheriffs' Association
Los Angeles Police Foundation

SECTION(s) B-C-D-E

Office of the Los Angeles County Counsel
RFP:(2017-001) As-Needed Service of Process Services

Calserve, Inc.

Statement of Qualifications and Service
(Firms Experience Summary and Work Plan)

In support of its Proposal to provide As-Needed Service of Process Services to the Office of the Los Angeles County Counsel (LACOCO) Calserve, Inc. (Calserve) submits the following Statement of Qualifications and Service.

Calserve, Inc. is a California Corporation in good standing and is a California Registered Process Server: Los Angeles County No. 5277. It has the experience, expertise, competence and manpower, and therefore, is qualified to perform the desired services. *Calserve warrants to LACOCO that all personnel who will accomplish the actual service of process are experienced, professional, registered, bonded and insured California (or local jurisdiction) Registered Process Servers (or exempt from registration: California Business and Professions Code 22350-22360) and possess all necessary license(s) and insurance(s) required.*

(Note: regardless of the county of registration, a California Registered Process Server's registration is valid in all 58 counties of the state.)

Calserve further warrants to LACOCO that it has in force all necessary registrations(s), bond(s), permit(s) and insurance(s) necessary to perform all of the required services. That it will provide and continue to provide County of Los Angeles with all necessary documentation and Certificates of Insurance issued naming the County of Los Angeles as an additionally insured. All insurance(s) are a minimum coverage of \$1,000,000.00. Calserve, Inc. is bonded by: Western Surety Co., Insured by: Acceptance Casualty Insurance Co., Employers Assurance Co. and United Financial Casualty.

Calserve effects service of process according to the California Code of Civil Procedure, Probate and/or Family Code or applicable codes as pertains to the process being served. All services, local, statewide, national or international are monitored to insure that in all cases those codes are adhered to and that service is effected in a proper and timely manner.

Calserve, Inc. (successor in interest to Specialized Litigation Services, Inc.) for the past 25 years has exclusively served Government process. We have provided service of process and related services 24 hours a day, 7 days a week, 365 days a year. Service is coordinated from our Los Angeles based service center. Process to be served is transmitted via email PDF attachment, FAX, ISD Direct Print or picked up from your designated location(s) on call or schedules mutually agreed upon. *Returns of service (proof of service, not found/returned not served) are returned within 24 hours of service via PDF attachment followed by ORIGINALS no later than 4 business days from the date of service or non-service as the case may be. As necessary, Subpoenas and documents bearing a court appearance or return date shall be served as expeditiously as possible and the proofs of service returned to the LACOCO within time frames that comply with applicable codes and contract requirements.*

Calserve has a state of the art computer system and proprietary software that is constantly being upgraded to remain on the cutting edge of technology. *We currently run on a Windows 2012 R2 Server that is capable of interfacing with all current architectures presently in use by Federal, State, County and City governments. We have full capabilities for ISDN, Enhanced DSL, Broad Band Web Server and interface with Los Angeles County ISD.* In our service center we have high-speed full duplexing laser printers capable of printing 100 pages per minute. All paper utilized is a minimum 30% post-consumer content.

With *Password protected* access to our web server, clients also have the ability to access our database directly over the web for Status Reports and Billing updates. (go to: www.calserve.biz, user name: DEMO1, password: NEWCLIENT, Case No. ALL, click on a case number). Our proprietary software is designed solely for the management of service of process. As with our hardware, it is constantly being refined and upgraded. It is not only capable of controlling process and producing proofs of service but, it's data bases are designed to provide you with comprehensive reports that, if required, will facilitate your State and Federal reporting. We can provide these reports on your choice of media. *All Proofs of Service, Declarations of Due Diligence, Declarations, Certifications and Affidavits are in formats approved by the California Judicial Council and acceptable for filing with all State and Federal courts. Proofs of Service generated by our system comply with the Family /Welfare and Institutions Code requirements for service address redaction where required.*

Calserve uses a document transmittal system that allows you and us to track all documents. With this system you will know the exact date, time and staff member who sent or received it. In our 25 years serving government clients, we have transmitted over 2 million documents and not lost one.

Calserve bills on the 15th and 30th of each month. You will receive a comprehensive statement listing all of the current invoice charges and open unpaid invoices, if any, that will allow you to easily identify, reconcile and audit. We have the capability to generate your statement on the media of your choice.

*Calserve has 15 employees. Of those, 8 are based and supervise service statewide. We utilize independent contractors to serve process. 8 work out of the Los Angeles service center. 18 throughout the remainder of the state of California, 172 for the United States, Canada, Mexico and 136 International. There are no sub Contractors. Calserve does not utilize messengers, court runners or attorney services to serve process. Calserve is in control of your process at all times. All of our personnel are professional Registered Process Servers, Private Investigators or Law Enforcement personnel. *Verification is conducted by supervisory personnel. Completed services are randomly selected for Electronic, Telephonic and Field verification. Our process servers are aware of the verification of their work. Verification Reports are maintained in electronic files. Service inquiries are immediately investigated and the findings relayed to you in a timely manner.* Complaints and grievances or threats of violence are immediately reported to your staff.*

Our track record..... In the past 25 years, we have served over 1,000,000 one-on-one pieces of process. We have been subpoenaed on Motions to Quash 223 times. Of those 223, our service was upheld 121 times. 8 were overturned. Of the remaining 94, when knowing that they would be confronted with the process server, stipulated to being served prior to the hearing. (We have had no Motions to Quash in the last 8 years.) Calserve provides Field Locate and Skip-Tracing services to locate serves and alternate service addresses. Having us Field Locate/Skip-Trace is cost effective. Process servers are provided backup service from the field in facilitating "Field Locates". All information developed in the course of the service is shared with the client. If you require, we have the capability to locate litigants, defendants, witnesses or entities, state, national or worldwide. A property last deeded in 1873. We found you a living heir. MMD's are becoming a specialty !!

Calserve is constantly refining and enhancing its systems and services. Our work plan is not static. As you change, it changes with you. We are flexible, innovative and able to keep pace with your most aggressive litigation or enforcement efforts. We consider ourselves your partner in those efforts. We excel at problem solving. We never charge for consultation.

Calserve requests that you appoint a Contract Manager who has full authority to provide liaison between Calserve and LACOCO. At your facilities, a Site Coordinator and an alternate. For this contract, Calserve appoints Jay Jakar, Contract Manager and Monique Ly, Site Coordinator and Adrin Hayek as her alternate.

jjakar@calserve.biz

mly@calserve.biz

ahayek@calserve.biz

Toll free (888)757-8909

Toll free Fax(877)632-9757

service@calserve.biz

Office of the Los Angeles County Counsel
RFP:(2017-001) As-Needed Service of Process Services
Calserve, Inc.

CERTIFICATIONS

Calserve, Inc certifies to the County of Los Angeles:

That: No officers or employees of the County of Los Angeles or member of its governing bodies has a pecuniary interest, direct or indirect in the proceeds of a contract or purchase order resulting from this proposal.

That: We are in full compliance with the "Americans With Disabilities Act".

That: We are in full compliance with Title VI of the Civil Rights Act of 1964.

That: We are in full compliance with the Federal Fair Labor Standards Act, the California Labor Code and all 58 counties Minimum Wage Ordinances in addition to Federal and State employee and Independent Contractor reporting requirements.

That: We are in full compliance with all State and Federal OSHA requirements as they relate to our industry.

That: We are in full compliance with all State and Federal EPA regulations.

That: We are in full compliance with 42USC Section 653(a), California Unemployment Insurance code Section 1088.5, C.C.C.P. Section 706.031 and Family Code Section 5246(b).

That: We are in full compliance with the Pro-Children Act of 1994 or as last revised.

That: No person employed in the performance of this offer will be paid less than \$11.50 per hour plus an additional \$1.90 per hour in benefits. Eligible employees are notified of Federal Earned Income Credits available to them.

That: We subscribe to and certify that we are in full compliance with the Federal Drug Free Work Place Act of 1988 or as last revised.

That: We are in full compliance with FACSA disposal rule RIN 3064-AC77

That: The Calserve, Inc. Service Center is secure, requires electronic access, alarmed and 24 hour video monitored. Information security safeguards are in place and daily both physically and electronically monitored . We do not use Cloud based applications in relation to case information.

That: We are aware of and monthly review all Codes and Rules of Court pertaining to the service of California process. We are a Westlaw and Lexis Nexis subscriber.

That: Calserve, Inc. (formerly specialized Litigation Services, Inc.), its directors, Officers or employees have not had, nor is there now pending, any violations, sanctions, suspensions, terminations, litigation or debarments in its 28 year history.

That: We accept the Terms, Conditions and the Contracting Principals of the County of Los Angeles.

I certify under the penalty of perjury that all of the foregoing is true and correct. Executed this 8th day of February, 2017 at Los Angeles, California.

Jay Jakar
President

SECTION F

Office of the Los Angeles County Counsel
RFP:(2007-001) As-Needed Service of Process Services

Calserve, Inc.

ADDITIONAL INFORMATION

Calserve, Inc.'s Service Center is located in Los Angeles County in the City of Los Angeles
(See Business License)

Calserve, Inc. requires Mandatory Drug Testing as a prerequisite to employment, or working as an Independent Contractor, and random testing during the course of employment. Each person must submit to a Live Scan background check. As an authorized DMV requester, we are automatically notified when our employee/Independent Contractors are cited for violations.

Green Initiatives. Calserve, Inc. has upgraded its Service Center to 2016 Energy Star compliance levels by upgrading its servers, computers, printers, office lighting , HVAC and plumbing. In the field we use GPS guidance to route the shortest distance between assignments.

From time to time we may receive a service request that we deem to be impractical for service by a process server (distance, accessibility or known threat of violence). For those cases we will recommend your using alternative methods of service. In those cases, we would be glad to advise you of alternative methods of service available to you and in most cases can arrange service for you.

Due to the volatile fuel pricing of this last year and foreseeable future, Calserve may, at a future date if fuel prices continue to escalate, be forced to impose a fuel surcharge per service. We have calculated worse case scenario and deem \$2.00 per service to be adequate to offset the cost of service. This surcharge, if necessary, would not be imposed without first advising you of our decision to do so.

Calserve, Inc. provides to its clients, at no cost, training seminars for your in-house staff on Information Verification and Locates. Also, for your staff attorneys, CLE seminars in Service of Process and Process Server Examination.

This concludes our Proposal. We wish to provide no further information.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED: 10/17/2016
0002564333-0001-1	L049	PROFESSIONS/OCCUPATIONS	STARTED 6/1/2011 STATUS Active

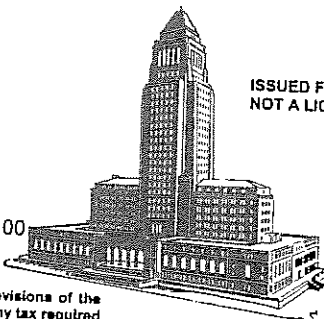
BUSINESS TAX

**ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
 NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION**

ISSUED TO

CALSERVE INC
 PO BOX 39607
 LOS ANGELES CA 90039-0607

13741 FOOTHILL BLVD SUITE #100
 SYLMAR, CA 91342-3143



ISSUED BY:

Clari Bautis
 DIRECTOR OF FINANCE

No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner.

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200
 IMPORTANT - READ REVERSE SIDE



LOS ANGELES COUNTY
**CONSUMER &
 BUSINESS AFFAIRS**

Los Angeles County
 Board of Supervisors

Hilda L. Solis
 Mark Ridley-Thomas
 Sheila Kuehl
 Don Knabe
 Michael D. Antonovich

Brian J. Stiger
 Director

April 26, 2016

Jay Jakar
 CALSERVE INC
 PO Box 39607
 Los Angeles, CA 90039-0607

Vendor #: 12995701

Dear Jay Jakar:

Congratulations! Your business is now certified as a Local Small Business Enterprise (Local SBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California Small Business certification, which expires on October 31, 2017.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Small Business Services office at (855) 230-6430 or send an email to cbesbe@dcba.lacounty.gov to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Department of Consumer and Business Affairs reserves the right to request additional information and/or conduct an on-site visit to verify your company's eligibility for the program. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SB status, ownership, control of the firm or principal place of business during the certification period, you are required to notify the Small Business Services office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, please visit our website at <http://osb.lacounty.gov>.

Sincerely,

BRIAN J. STIGER
 DIRECTOR

DEBBIE CABREIRA-JOHNSON
 Chief, Small Business Services
 BJS:DCJ





**State of California
Secretary of State**

56

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

**FEEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

FILED
in the office of the Secretary of State
of the State of California

JUN 13 2011

1. CORPORATE NAME
C2767439
CALSERVE, INC.
7241 LANKERSHIM BLVD., UNIT A
NORTH HOLLYWOOD, CA 91605

This Space for Filing Use Only

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
7241 LANKERSHIM BLVD., UNIT A	NORTH HOLLYWOOD	CA	91605
3. STREET ADDRESS OF PRINCIPAL BUSINESS IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
7241 LANKERSHIM BLVD., UNIT A	NORTH HOLLYWOOD	CA	91605
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE
P.O. BOX 39607	LOS ANGELES	CA	90039

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
JANIZ A JAKAR	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
BIANCA S JAKAR	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
MONIQUE M LY	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
JANIZ A JAKAR	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
BIANCA S JAKAR	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
MONIQUE M LY	7241 LANKERSHIM BLVD, UNIT A	NORTH HOLLYWOOD	CA	91605

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

SHELDON S BAKER of BAKER, OLSON, LECROY & DANIELIAN

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
100 WEST BROADWAY, SUITE 600 GLENDALE CA 91210

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
DATA GATHERING

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

06/09/2011 ADRIN HAYEK GENERAL MGR.
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE

Adrin Hayek
SIGNATURE



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEE (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FD76469

FILED

In the office of the Secretary of State
of the State of California

MAY-19 2016

This Space for Filing Use Only

1. CORPORATE NAME

CALSERVE, INC.

2. CALIFORNIA CORPORATE NUMBER

C2767439

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

05/19/2016

MONIQUE M LY

VP/OPERATIONS

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2013)

APPROVED BY SECRETARY OF STATE

Office of the Los Angeles County Counsel
As-Needed Service of Process Services
RFP:(2017-001)

Calserve, Inc.

CERTIFICATE OF GOOD STANDING.

A Certificate of Good Standing was ordered from the California Secretary of State on 1/16/17.
We have yet to receive it. When we receive it we will forward it to the selection committee.

Thank you.

SECTION REQUESTED BY AND MAILED TO

NAME: Calserve INC.
STREET: P.O. BOX 39607
CITY: L.A. CA 90039

FILED
Sep 08 2015

Deen C. Logan, Registrar-Recorder/County Clerk

Electronically signed by GLORIA ESCAMILLA

09/08/2015



20151105037

SPACE ABOVE THIS LINE FOR COUNTY CLERK'S STAMP

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY



Western Surety Company

PROCESS SERVER'S BOND

Bond No. 54250463

KNOW ALL PERSONS BY THESE PRESENTS:

Premium: \$49.00 for a 2-Year Term

That Calserve, Inc. as Principal, and WESTERN SURETY COMPANY, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077, a corporation duly organized and doing business under and by virtue of the laws of the State of South Dakota and authorized to do business in the State of California, and duly licensed for making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the State of California, County of Los Angeles, in the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000), lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, the above bounden Principal has made application to the County of Los Angeles, California, for registration as a process server pursuant to Chapter 16, Division 8, California Business and Professions Code, authorizing said Principal to engage in business as such, and WHEREAS under the terms of Section 22353 a surety bond is required of said Principal.

NOW, THEREFORE, if the above bounden Principal shall comply with the provisions of Chapter 16 of Division 8 of the California Business and Professions Code and all laws governing service of process in the State of California, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

This bond shall remain in force and effect for the period indicated below unless the Surety has terminated future liability after thirty (30) days' notice to the Office of the County Clerk, County of Los Angeles, California; however, such termination shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty-day period.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands this 13 day of August, 2015.

EFFECTIVE: September 28, 2015 to and including September 27, 2017.

Calserve, Inc.

By [Signature]
BIANCA JAKAR Principal

WESTERN SURETY COMPANY
R. Dreesman, Ass't. Sec.
By [Signature]
Attorney-in-Fact



ACKNOWLEDGMENT OF SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF SOUTH DAKOTA }
COUNTY OF Minnehaha } ss

On August 13, 2015 before me,

L. DAVIS
My Commission Expires **7-14-2017**

(here insert name and title of the officer)

personally appeared _____
R. Dreesman, Ass't. Sec.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. DAVIS

My Commission Expires **7-14-2017**

Signature L. Davis (Seal)



REGISTERED PROCESS SERVER

Office of Dean C. Logan, County Clerk
County of Los Angeles

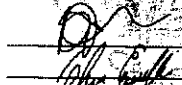


BIANCA JAKAR, OFFICER

7241 LANKERSHIM BLVD. STE. A, NORTH HOLLYWOOD, CA 91605

REGISTRATION #: 5277

EXPIRES: 9/27/2017



Registrant

Deputy

Company: CALSERVE, INC.

Bid Detail Information

Bid Number : 2017-RFP001
Bid Title : As-Needed Service of Process Services
Bid Type : Service
Department : Office of County Counsel
Commodity : COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)
Open Date : 1/12/2017
Closing Date : 2/14/2017 4:30 PM
Bid Amount : N/A
Bid Download : [Available](#)

Bid Description : The Los Angeles County Office of the County Counsel is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide as-needed service of process services.

Contractor shall provide service of process services upon request from County Counsel personnel. Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

The Office of the County Counsel serves as attorney for and provides legal advice and representation to the Board of Supervisors of the County of Los Angeles, County departments and other public offices and agencies. County Counsel employs and contracts for the services of approximately 500 attorneys, legal support, secretaries, clerical, and administrative support staff.

The contract term is anticipated to have a potential maximum contract term of 5.5 years, consisting of a three (3)-year term, two (2) potential additional 1-year option renewals, and six (6) month-to-month extensions. Each such option to extend shall be exercised at the sole discretion of the County Counsel.

Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) are invited to submit a proposal (s), provided they meet the following mandatory requirements:

1. Proposer must have at least three years of experience providing service of process services similar to the services identified in Appendix A, Statement of Work.
2. Proposer's Project Manager shall be permanently employed with the Contractor and have at least two years documented experience as an operations supervisor in providing service of process services.
3. Proposer's process servers assigned to this Contract must have at least one year of experience providing service of process services equivalent or similar to the services identified in Appendix A, Statement of Work.
4. Proposer's process servers must hold a valid bond according to the State of California requirements.

The timetable for this RFP is as follows:

Release of RFP.....1/12/2017
 Request for a Solicitation Requirements Review Due.....1/26/17
 Written Questions Due2/2/17
 Proposers' Conference.....1/31/17
 Questions and Answers Released.....2/6/17
 Proposals due by 4:30 pm (Pacific Time).....2/14/17

Contact Name : Angela Cho
Contact Phone# : (213) 974-8572
Contact Email : acho@counsel.lacounty.gov
Last Changed On : 1/12/2017 8:13:08 AM

[Back to Last Window](#)

Bid Detail Information

Bid Number : 2017-RFP001

Bid Title : As-Needed Service of Process Services

Bid Type : Service

Department : Office of County Counsel

Commodity : LAW ENFORCEMENT SERVICES (INCLUDING PROCESS SERVER SERVICES)

Open Date : 1/12/2017

Closing Date : 2/14/2017 4:30 PM

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The Los Angeles County Office of the County Counsel is issuing this Request for Proposals (RFP) to solicit proposals for a contract with an organization that can provide as-needed service of process services.

Contractor shall provide service of process services upon request from County Counsel personnel. Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) of this RFP.

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Interested and qualified proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) are invited to submit a proposal (s), provided they meet the following mandatory requirements:

1. Proposer must have at least three years of experience providing service of process services similar to the services identified in Appendix A, Statement of Work.
2. Proposer's Project Manager shall be permanently employed with the Contractor and have at least two years documented experience as an operations supervisor in providing service of process services.
3. Proposer's process servers assigned to this Contract must have at least one year of experience providing service of process services equivalent or similar to the services identified in Appendix A, Statement of Work.
4. Proposer's process servers must hold a valid bond according to the State of California requirements.

The timetable for this RFP is as follows:

Release of RFP1/12/2017
 Request for a Solicitation Requirements Review Due1/26/17
 Written Questions Due2/2/17
 Proposers' Conference1/31/17
 Questions and Answers Released2/6/17
 Proposals due by 4:30 pm (Pacific Time)2/14/17

Contact Name : Angela Cho

Contact Phone# : (213) 974-8572

Contact Email : acho@counsel.lacounty.gov

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