



MARY WICKHAM
County Counsel

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 974-1801
FACSIMILE
(213) 626-7446
TDD
(213) 633-0901

January 30, 2018

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 January 30, 2018

LORI GLASGOW
EXECUTIVE OFFICER

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

SUBJECT

This action is to award two service contracts for As-Needed Subpoena Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Award two contracts for As-Needed Subpoena Services in an annual sum of \$115,000 each to Team Legal, Inc. (Team Legal) and LASR, LLC dba First Records Retrieval (LASR). These contracts will be for a term of two years commencing upon Board's approval or execution by both parties, whichever occurs last, with three 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 amounts up to an additional 10 percent of the annual contract sums for unforeseen, additional work within the scope of the contracts, if required.
3. Authorize the County Counsel or her designee to execute the contracts; to renew the contracts for each additional renewal option and extension period if, in the opinion of the County Counsel or her designee, Team Legal and LASR have 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 subpoena service. The work to be performed will consist of subpoena preparation, service and related miscellaneous services for County Counsel personnel. The proposed contracts will replace the existing contracts.

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. Each of these contracts are for an annual amount of \$115,000 plus 10 percent for additional work within the scope of the contract with a maximum potential contract sum of \$632,500 plus any additional increase up to 10 percent of annual contract sum for unforeseen additional work per contract. 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 these services is included in the Fiscal Year 2017-18 Budgets, and future funding will be included in the subsequent fiscal year budgets. Total annual expenditures for these services, however, will not exceed the contract amounts approved by the Board. Funds to finance the contracts' optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractors are Team Legal, located in Valencia, California and LASR, located in Los Angeles, California. These contracts will commence upon the Board's approval or execution by both parties, whichever occurs last for a period of two years. With the Board's delegated authority, the County Counsel or her designee may renew the contracts for three 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 contracts' 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 these contracts, the contractors will sign and County Counsel will review it as to form. The recommended contracts with Team Legal and LASR were 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 contractors' minority participation. Data regarding the proposers' minority participation is on file with County Counsel. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable memorandum of understanding, on August 31, 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.

These contracts are 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 contracts. These contracts do not allow for a cost-of-living adjustment for the optional years.

CONTRACTING PROCESS

On September 14, 2017, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B). Also, County Counsel informed 42 additional business enterprises about this business opportunity.

On October 17, 2017, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. Both 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 these contracts be awarded to the highest-rated, apparent responsive, and responsible proposers, Team Legal, located in Valencia, California, and LASR, located in Los Angeles, California. The Office of the County Counsel determined the contractors' 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 these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

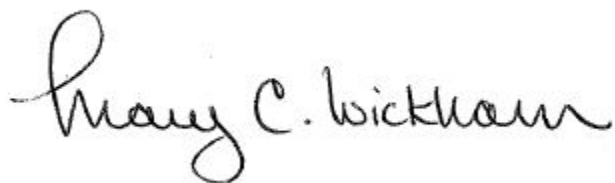
Please return one adopted copy of this letter to the Office of the County Counsel, Administrative Services Bureau.

The Honorable Board of Supervisors

1/30/2018

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" before the last name.

MARY WICKHAM

County Counsel

MCW:JC:ac

Enclosures

c: Sachi A. Hamai
Chief Executive Officer

Lori Glasgow
Executive Officer
Board of Supervisors

Contract No.: 2018-002

CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LASR, LLC dba FIRST RECORDS RETRIEVAL
FOR
AS-NEEDED SUBPOENA SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1	APPLICABLE DOCUMENTS	1
2	DEFINITIONS	3
	2.1 Standard Definitions	3
3	WORK	5
4	TERM OF CONTRACT	5
5	CONTRACT SUM	5
	5.1 Total Contract Sum	5
	5.2 Written Approval for Reimbursement.....	6
	5.3 Notification of 75% of Total Contract Sum	6
	5.4 No Payment for Services Provided Following Expiration-Termination of Contract	6
	5.5 Invoices and Payments.....	7
	5.6 Intentionally Omitted	8
6	ADMINISTRATION OF CONTRACT- COUNTY	8
	6.1 County Administration	8
	6.2 County Counsel Contract Manager.....	8
	6.3 County Counsel Contract Monitor.....	8
7	ADMINISTRATION OF CONTRACT-CONTRACTOR	9
	7.1 Contractor Administration	9
	7.2 Contractor's Project Manager	9
	7.3 Approval of Contractor's Staff	9
	7.4 Contractor's Staff Identification	9
	7.5 Background and Security Investigations	9
	7.6 Confidentiality	10
8	STANDARD TERMS AND CONDITIONS	11
	8.1 Amendments.....	11
	8.2 Assignment and Delegation	12
	8.3 Authorization Warranty	13
	8.4 Budget Reductions	13
	8.5 Complaints.....	13
	8.6 Compliance with Applicable Law	13
	8.7 Compliance with Civil Rights Laws	14
	8.8 Compliance with the County's Jury Service Program	14
	8.9 Conflict of Interest.....	16

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	17
8.11	Consideration of Hiring GAIN-GROW Participants	17
8.12	Contractor Responsibility and Debarment	17
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	20
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	21
8.15	County's Quality Assurance Plan.....	21
8.16	Damage to County Facilities, Buildings or Grounds.....	21
8.17	Employment Eligibility Verification	22
8.18	Facsimile Representations.....	22
8.19	Fair Labor Standards	23
8.20	Force Majeure.....	23
8.21	Governing Law, Jurisdiction, and Venue.....	24
8.22	Independent Contractor Status	24
8.23	Indemnification.....	24
8.24	General Provisions for all Insurance Coverage.....	25
8.25	Insurance Coverage	29
8.26	Liquidated Damages.....	31
8.27	Most Favored Public Entity	32
8.28	Nondiscrimination and Affirmative Action.....	32
8.29	Non Exclusivity	34
8.30	Notice of Delays.....	34
8.31	Notice of Disputes.....	34
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	34
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	34
8.34	Notices.....	34
8.35	Prohibition Against Inducement or Persuasion	35
8.36	Public Records Act	35
8.37	Publicity	36
8.38	Record Retention and Inspection-Audit Settlement	36
8.39	Recycled Bond Paper	38
8.40	Subcontracting.....	38

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	39
8.42	Termination for Convenience.....	39
8.43	Termination for Default	40
8.44	Termination for Improper Consideration	42
8.45	Termination for Insolvency.....	42
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	43
8.47	Termination for Non-Appropriation of Funds.....	43
8.48	Validity	43
8.49	Waiver.....	43
8.50	Warranty Against Contingent Fees	44
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	44
8.53	Time off for Voting	45
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking.	45
9	UNIQUE TERMS AND CONDITIONS.....	45
9.1	Intentionally Omitted	45
9.2	Health Insurance Portability and Accountability Act of 1996 ("HIPAA") ...	45
9.3	Ownership of Materials, Software and Copyright.....	46
9.4	Patent, Copyright and Trade Secret Indemnification	47
9.5	Contractor's Charitable Activities Compliance	48
9.6	Intentionally Omitted	48
9.7	Intentionally Omitted	48
9.8	Intentionally Omitted	48
9.9	Intentionally Omitted	48
	SIGNATURES	49

TABLE OF CONTENTS**STANDARD EXHIBITS**

- 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 Performance Requirements Summary (PRS) Chart
- S User Complaint Form
- T County Counsel Site Locations
- U Sample Subpoena Request Forms

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LASR, LLC dba FIRST RECORDS RETRIEVAL
FOR
AS-NEEDED SUBPOENA SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as County and LASR, LLC, dba. First Records Retrieval, hereinafter referred to as "Contractor". LASR, LLC, dba. First Records Retrieval, is located at Los Angeles, California.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Subpoena 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.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - 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- Performance Requirements Summary (PRS) Chart
- 1.16 Exhibit S- User Complaint Form
- 1.17 Exhibit T- County Counsel Site Locations
- 1.18 Exhibit U- Sample Subpoena Request Forms

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 **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

2.1.1.2 **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.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **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.

- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Counsel Contract Manager:** Person designated Director to manage the operations under this contract.
- 2.1.1.8 **County Counsel Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.12 **Director:** Interchangeable with County Counsel and Department Head
- 2.1.1.13 **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.
- 2.1.1.14 **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.
- 2.1.1.15 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.16 **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 two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify the Office of the 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 the Office of the 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 the Office of the 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 INTENTIONALLY OMITTED

5.6 INTENTIONALLY OMITTED

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 Contract Manager

6.2.1 The role of the County Counsel 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 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.

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

7 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.
- 7.6.2 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 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.

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

7.6.4 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 Department Head or his/her designee.

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

changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the County Counsel.

- 8.1.3 The Department Head or his/her designee 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 the 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 Exhibit I, 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. Information and posters for printing are available 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 monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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
 Los Angeles, CA 90012
 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 **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 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

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, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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 Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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

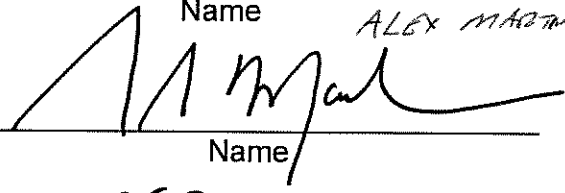
9.7 INTENTIONALLY OMITTED

9.8 INTENTIONALLY OMITTED

9.9 INTENTIONALLY OMITTED

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: LASR, LLC
dba FIRST RECORDS RETRIEVAL

By  Name ALEX MARTINEZ
Name
CEO 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

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	1
3.0	QUALITY CONTROL.....	1
4.0	QUALITY ASSURANCE PLAN	1
5.0	DEFINITIONS	2
6.0	RESPONSIBILITIES.....	3
	<u>COUNTY</u>	
6.1	Personnel	3
	<u>CONTRACTOR</u>	
6.2	Project Manager	3
6.3	Personnel	3
6.4	Uniforms/Identification Badges.....	4
6.5	Materials and Equipment.....	4
6.6	Training	4
6.7	Contractor's Office.....	4
7.0	HOURS/DAYS OF WORK	5
8.0	UNSCHEDULED WORK	5
9.0	SPECIFIC WORK REQUIREMENTS	5
10.0	GREEN INITIATIVES.....	7
11.0	PERFORMANCE REQUIREMENTS SUMMARY	8

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide As-Needed Subpoena Services upon request from County Counsel personnel, as further described in this Appendix.
- 1.2 Upon request by County Counsel personnel, Contractor shall provide As-Needed Subpoena Services to at all County site locations listed in Exhibit 4, 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 Counsel Contract 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.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the County Counsel Contract Monitor 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 Monitor 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 Counsel Contract Monitor within one (1) workdays, 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 Counsel Contract 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 2, Appendix B*. 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

SUBPOENA SERVICES shall mean any and all possible tasks Contractor must perform to provide requested duplication including but not limited to preparation and service of "Subpoenas for Business Records Only" as defined in California Code of Civil Procedure Section 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

REGULAR SERVICE shall be defined as a situation in which County Counsel is requesting records by subpoena in 26 days or more and records by authorization in 8 days or more.

RUSH SERVICE for any records obtained by subpoena shall be defined as a situation in which County Counsel is requesting records in 25 days or less and by authorization in which County Counsel is requesting records in 7 days or less.

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 anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays. 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.
- 6.2.3 Project Manager shall have three (3) years of documented prior experience discharging supervisory functions in the same or a similar business.
- 6.2.4 Project Manager/alternate 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.

6.3 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 personnel, including but not limited to Contractor Project Manager and 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.
- 6.3.4 Contractor shall ensure that all of its employees, agents, and subcontractors performing work under this Contract are provided the training described in Paragraph 7.5.4 with respect to the confidentiality provisions of this Contract. Contractor, Contractor Project Manager and alternate shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G to the Contract.

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

- 9.1 The County Counsel Contract Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 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 Counsel Contract Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County Counsel 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 Counsel Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 SPECIFIC WORK REQUIREMENTS

- 9.1. Contractor shall provide subpoena services for all County Counsel site locations listed on Exhibit 4 to Appendix C.
- 9.2 Contractor shall provide such services within the timeframe specified at the time of County's request for service.

9.3 Services

- **Basic Charge:** Overall cost for preparing and service of subpoenas at regular service rates. Regular Service for any records obtained by subpoena is a situation in which County is requesting records by subpoena in 26 days or more and records by authorization in eight days or more.
 - *A Witness Subpoena:* a court order requiring a person to appear in court on a certain date and testify as a witness, usually in a trial.
 - *A Subpoena Duces Tecum* is a court order requiring the person subpoenaed to produce books, documents or other records under his or her control at a specified time/place in a court hearing or a deposition.
 - *A Deposition Subpoena* is a court order requiring a person who is not a party to a lawsuit to provide copies of business records and/or appear at a deposition to answer questions asked by one party in a lawsuit.
 - Requested records may be in the form of a paper copy, CD or downloadable digital copy.
- **Notice to Counsel:** Notice to opposing counsel of subpoena.
- **Certification of No Records:** Certificate from the facility stating under penalty of perjury they do not have records.
- **Out of Area Charge:** Only applicable for requests located outside the following counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern.
- **Trip Charge:** For each additional trip after two trips.
- **Rush Service** for any records obtained by subpoena is a situation in which County is requesting records in 25 days or less and by authorization in which County is requesting records in seven days or less.
- **Fee/Check Advance:** A fee for advancing payment (invoice and/or copy of check must be attached).
- **Amended Subpoena:** When a facility rejects subpoena due to unacceptable working.
- **Retrieval Fees:** charged by the facility when they retrieve stored records (invoice and/or copy of check must be attached)
- **Out of State Records:** Costs incurred by out of state vendor.
- **CD:** Requested records stored on a CD.
- **Copies:** Additional copies beyond original.
- **Bates Stamping**

- Labels/Tabbing
 - Fee/Check Advance: Flat fee or percentage for fees/checks paid in advance.
 - Shipping & Handling: See Sub-Paragraph 9.4.
 - Witness Fees: See Sub-Paragraph 9.4.
- 9.4 If Contractor's personnel are unable to complete the task or service requested by the County within the timeframe requested, Contractor shall notify the specific County Staff who made the request, or the County Counsel Contract Manager with enough time for County to use alternative methods to complete the request.
- 9.5 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:
- 9.4.1 Unexpected cash advances attributed to court filing and related services, such as court filing fees and copy fees.
 - 9.4.2 Witness fees, x-rays, and any other costs attributed to subpoena services.
 - 9.4.3 Record retrieval fees
 - 9.4.4 Shipping and handling fees over \$20 (County Counsel will reimburse the difference)
- 9.6 Non-reimbursable costs are not limited to the following tasks and services not expected to be paid by Contractor for and on behalf of County:
- 9.5.1 Staff time or overtime spend performing the specific tasks and requirement standards described herein;
 - 9.5.2 Charges for time spent to provide necessary information for County audits or billing inquiries;
 - 9.5.3 Charges for work performed which had not been authorized by County; and
 - 9.5.4 Mileage expenses.

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 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 2 of Appendix B (SOW Exhibits), 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.

EXHIBIT B - PRICING SHEET

The 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.

Subpoena Services Rate:

Contractor's proposed firm and fixed rate for all subpoena service work described in the Statement of Work, Appendix A.

SUBPOENA SERVICES		
Service	Rate	Taxable (Yes/No)
Basic Charge (preparation and service)		
Witness Subpoena	<u>\$ 65.00 /subpoena</u>	
Subpoena Duces Tecum	<u>\$ 55.00 /subpoena</u>	
Deposition Subpoena	<u>\$ 65.00 /subpoena</u>	
Notice to Counsel	<u>\$ 3.00 /notice</u>	
Certification of No Records	<u>\$ 0.00 /certification</u> Included in Basic	
Out of Area Charge	<u>\$ 15.00/subpoena</u>	
Trip Charge	<u>\$ 0.00 /trip</u> Included in Basic	
Rush Service	<u>\$ 20.00 /subpoena</u>	
Amended Subpoena	<u>\$ 8.00 /subpoena</u>	
Retrieval Fees	<u>\$ cost /order</u>	
Out of State Records	<u>\$^{cost} /order</u>	
CD	<u>\$ 10.00 /CD</u>	✓
Paper Copies	<u>\$ 0.14 /page</u>	✓
Digital Copies <small>(single charge, not additional to paper copies-Included with paper copy if both requested)</small>	<u>\$ 0.14 /page</u>	✓
Bates Stamping	<u>\$ 0.02 /page</u>	✓
Labels/Tabbing	<u>\$ 0.50 /tab</u>	✓
Fee/check Advance	<u>\$ 10% per occurrence</u>	

*Sales tax for taxable items shall be indicated on invoice. Rates on this form shall not include sales tax.

INTENTIONALLY OMITTED

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

LASR, LLC

Company Name

1511 W. Beverly Blvd, Los Angeles, CA 90026

Address

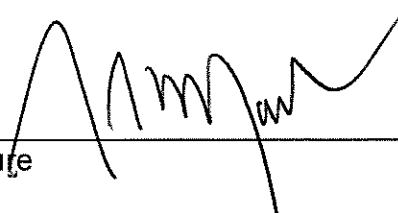
27-1441384

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

10/17/17

 Date

Alex Martinez, CEO

 Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. 2018-002

COUNTY COUNSEL CONTRACT MANAGER:

Name: Angela Cho
Title: Management Analyst
Address: 500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Telephone: 213-974-8572
Facsimile: 213-617-6780
E-Mail Address: acho@counsel.lacounty.gov

COUNTY COUNSEL CONTRACT MONITOR:

Name: Denise Gonzalez
Title: Intermediate Clerk
Address: 500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Telephone: 213-893-2433
Facsimile: 213-617-6780
E-Mail Address: dgonzalez@counsel.lacounty.gov

COUNTY REQUESTING PARTY:

The County Requesting Party shall be County Counsel personnel.

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LASR, LLC

CONTRACT NO: As Needed Subpoena Services 2018-002

CONTRACTOR'S PROJECT MANAGER: Martin Kayondo

Name: Martin Kayondo

Title: President

Address: 1511 W. Beverly Blvd
Los Angeles, CA 90026

Telephone: 213.216.0042

Facsimile: _____

E-Mail Address: mkayondo@firstlegal.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Martin Kayondo

Title: President

Address: 1511 W. Beverly Blvd
Los Angeles, CA 90026

Telephone: 213.216.0042

Facsimile: _____

E-Mail Address: mkayondo@firstlegal.com

REQUIRED FORMS - EXHIBIT 1

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) LASR, LLC
 State California Year Inc. 2013
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:
Alex Martinez
3. Is your firm doing business under one or more DBA's? Yes No
 If yes, complete:
- | Name | County of Registration | Year became DBA |
|--------------------------------|------------------------|-----------------|
| <u>First Records Retrieval</u> | <u>Los Angeles</u> | <u>2017</u> |
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:
 Name of parent firm: _____
 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:
 Name _____ Year of Name Change _____
 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 Proposer'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 (3) years documented experience, within the last five (5) years, providing subpoena services, or services equivalent or similar to the services identified in *Appendix A- Statement Of Work*.
- Yes No Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing subpoena services.
- Yes No Proposer's staff assigned to the County must have at least one year of experience providing subpoena services .

Appendix D- Required Forms

REQUIRED FORMS - EXHIBIT 1

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 checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): 60						
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		5	6
Hispanic/Latino				1	12	10
Asian or Pacific Islander			1		1	3
American Indian						
Filipino						
White	2			1	6	11

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

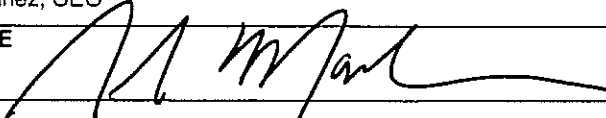
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

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: LASR, LLC		COUNTY WEBVEN NUMBER:	
ADDRESS: 1511 W. Beverly Blvd, Los Angeles, CA 90026			
PHONE NUMBER: (877) 591-9979		E-MAIL: Mkayondo@firstlegal.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 27-1441384		CALIFORNIA BUSINESS LICENSE NUMBER: 0002705126-001-5	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): Alex Martinez, CEO			
SIGNATURE 			DATE 10/17/17

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

Contractor's Name: _____ First Legal Records _____

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 #	Email
Pasadena City Attorney's Office	100 N. Garfield Ave, Ste. N210	Dayna L. Brown	(626)744-4298	Dyanabrown@cityofpasadena.net
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
	5+ years	Subpoena Services	~\$4,000 per month	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Fresno City Attorney's Office	2600 Fresno St., Fresno CA 93721	Christina Therrien	(559) 621-7553	Christina.therrien@fresno.gov
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
	5+ Years	Subpoena Services	~\$3,000 per month	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Los Angeles City Attorney's Office	200 N. Main St, LA CA 90012	Wendy Hightower	(213) 978-8224	Wendy.hightower@lacity.org
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
	3 Year Contract	Subpoena services	\$50,000	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Wood Smith Henning & Bergman	10960 Wilshire Boulevard, 18th Floor, LA 90024.	Cindy Hammond	(310) 481.7600	chammond@wshlaw.com
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
	15+ years	Subpoena Services	~\$8,000 per month	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Lewis Brisbois Bisgaard & Smith	650 E Hospitality Ln # 600, San Bernardino, CA 92408	Eli Bernale	(909) 387-1130	elijah.herrera@lewisbrishois.com
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
	10+ Years	Subpoena Services	\$8,000 per month	

**REQUIRED FORMS - EXHIBIT 3
PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

Contractor's Name: LASR, LLC

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

None.

**REQUIRED FORMS - EXHIBIT 4
PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

Contractor's Name: LASR, LLC

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

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

None

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

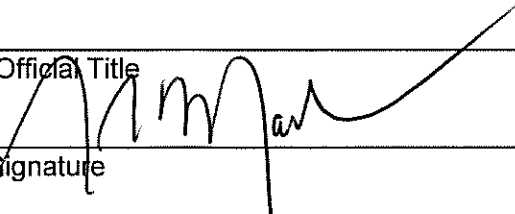
LASR, LLC

Proposer Name

CEO

Proposer Official Title

Official's Signature

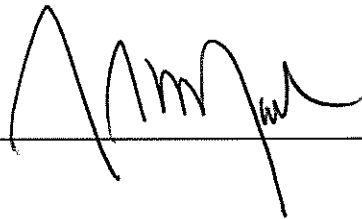


**REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

Signature: _____

A handwritten signature in black ink, appearing to be 'A. M. P.', written over a horizontal line.

Date: 10/17/17

**REQUIRED FORMS - EXHIBIT 7
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

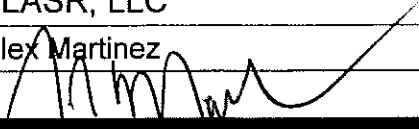
- Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned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

Not Requesting a Preference

***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 LASR, LLC		County Webven No.	
Print Name: Alex Martinez		Title: CEO	
Signature: 		Date: 10/17/17	
Reviewer's Signature	Approved	Disapproved	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

LASR, LLC

Company Name

1511 W. Beverly Blvd, Los Angeles, CA 90026

Address

27-1441384

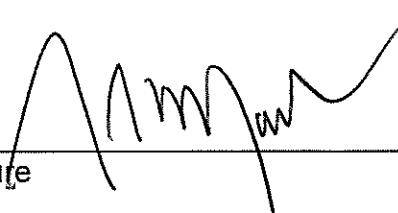
Internal Revenue Service Employer Identification Number

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



10/17/17

Date

Alex Martinez, CEO

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

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

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

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

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

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

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

Proposer's Organization: LASR, LLC

Signature: _____

Print Name: Alex Martinez

Title: CEO

Date: 10/17/17

Telephone No: 877.591.9979

Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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

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

Company Name: LASR, LLC		
Company Address: 1511 W. Beverly Blvd		
City: Los Angeles	State: CA	Zip Code: 90026
Telephone Number: 877.591.9979		
Solicitation For <u>Subpoena</u> 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.

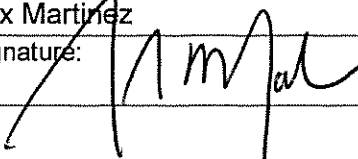
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

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: Alex Martinez	Title: CEO
Signature: 	Date: 10/17/17

REQUIRED FORMS - EXHIBIT 11.1- PRICING SHEET

The 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.

Subpoena Services Rate:

Contractor's proposed firm and fixed rate for all subpoena service work described in the Statement of Work, Appendix A.

SUBPOENA SERVICES		
Service	Rate	Taxable (Yes/No)
Basic Charge (preparation and service)		
Witness Subpoena	<u>\$ 65.00 /subpoena</u>	
Subpoena Duces Tecum	<u>\$ 55.00 /subpoena</u>	
Deposition Subpoena	<u>\$ 65.00 /subpoena</u>	
Notice to Counsel	<u>\$ 3.00 /notice</u>	
Certification of No Records	<u>\$ 0.00 /certification</u> Included in Basic	
Out of Area Charge	<u>\$ 15.00/subpoena</u>	
Trip Charge	<u>\$ 0.00 /trip</u> Included in Basic	
Rush Service	<u>\$ 20.00 /subpoena</u>	
Amended Subpoena	<u>\$ 8.00 /subpoena</u>	
Retrieval Fees	<u>\$ cost /order</u>	
Out of State Records	<u>\$ cost /order</u>	
CD	<u>\$ 10.00 /CD</u>	✓
Paper Copies	<u>\$ 0.14 /page</u>	✓
Digital Copies <small>(single charge, not additional to paper copies-included with/ paper copy if both requested)</small>	<u>\$ 0.14 /page</u>	✓
Bates Stamping	<u>\$ 0.02 /page</u>	✓
Labels/Tabbing	<u>\$ 0.50 /tab</u>	✓
Fee/check Advance	<u>\$ 10% per occurrence</u>	

*Sales tax for taxable items shall be indicated on invoice. Rates on this form shall not include sales tax.

Appendix D- Required Forms

REQUIRED FORMS - EXHIBIT 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

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

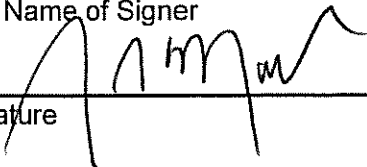
NAME	PHONE NUMBER
<u>Alex Martinez</u>	<u>877.591.9979</u>
<u>Martin Kayondo</u>	<u>877.591.9979</u>
<u> </u>	<u> </u>

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.

<u>LASR, LLC</u>	
Name of Firm	
<u>Alex Martinez</u>	<u>CEO</u>
Print Name of Signer	Title
	<u>10/17/17</u>
Signature	Date

REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION

LASR, LLC

Company Name

1511 W. Beverly Blvd, Los Angeles, CA 90026

Address

27-1441384

Internal Revenue Service Employer Identification Number

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.

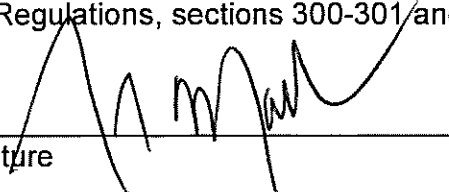
Check the Certification below that is applicable to your company.

- 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



10/17/17

Date

Alex Martinez, CEO

Please Print Name and Title of Signer

REQUIRED FORMS EXHIBIT 20

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

Company Name: LASR, LLC		
Company Address: 1511 W. Beverly Blvd		
City: Los Angeles	State: CA	Zip Code: 90026
Telephone Number: 877.591.9979	Email address: mkayondo@firstlegal.com	
Solicitation/Contract For <u>Subpoena</u> 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**

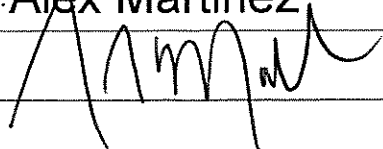
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: Alex Martinez	Title: CEO
Signature: 	Date: 10/17/17

REQUIRED FORMS - EXHIBIT 21

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION

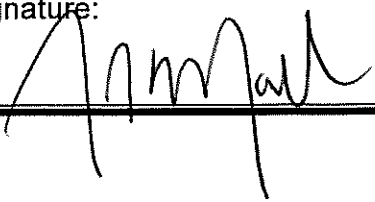
Company Name: LASR, LLC		
Company Address: 1511 W. Beverly Blvd		
City: Los Angeles	State: CA	Zip Code: 90026
Telephone Number: 877.591.9979	Email address: mkayondo@firstlegal.com	
Solicitation/Contract for <u>Subpoena</u> Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking 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 Policy on Human Trafficking) 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 Policy on Human Trafficking 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: Alex Martinez	Title: CEO
Signature: 	Date: 10/17/17

REQUIRED FORMS - EXHIBIT 22

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

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: LASR, LLC

CONTRACT NO: As Needed Subpoena Services

CONTRACTOR'S PROJECT MANAGER: Martin Kayondo

Name: Martin Kayondo

Title: President

Address: 1511 W. Beverly Blvd
Los Angeles, CA 90026

Telephone: 213.216.0042

Facsimile: _____

E-Mail Address: mkayondo@firstlegal.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: Martin Kayondo

Title: President

Address: 1511 W. Beverly Blvd
Los Angeles, CA 90026

Telephone: 213.216.0042

Facsimile: _____

E-Mail Address: mkayondo@firstlegal.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME LASR, LLC

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

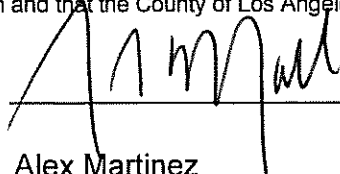
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County Counsel Contract 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: 1 0 / 1 7 / 1 7PRINTED NAME: Alex Martinez

POSITION: _____

CEO

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: LASR, LLC

FILE NUMBER: 200933410124
FORMATION DATE: 11/25/2009
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
October 13, 2017.

ALEX PADILLA
Secretary of State

JTN



State of California
Secretary of State

L

118

STATEMENT OF INFORMATION
(Limited Liability Company)

lch

Filing Fee \$20.00. If this is an amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FILED
Secretary of State
State of California

OCT 29 2015

1. LIMITED LIABILITY COMPANY NAME

LASR, LLC

reboloc

This Space For Filing Use Only

File Number and State or Place of Organization

2. SECRETARY OF STATE FILE NUMBER **200933410124**

3. STATE OR PLACE OF ORGANIZATION (If formed outside of California)

No Change Statement

4. 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 15.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)

5. STREET ADDRESS OF PRINCIPAL OFFICE
1511 BEVERLY BOULEVARD

CITY	STATE	ZIP CODE
LOS ANGELES	CA	90026

6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5

CITY	STATE	ZIP CODE
------	-------	----------

7. STREET ADDRESS OF CALIFORNIA OFFICE
1511 Beverly Boulevard

CITY	STATE	ZIP CODE
Los Angeles,	CA	90026

Name and Complete Address of the Chief Executive Officer, if Any

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
---------	---------	------	-------	----------

Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
Alex Martinez	1511 Beverly Boulevard	Los Angeles, CA		90026

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
----------	---------	------	-------	----------

11. NAME	ADDRESS	CITY	STATE	ZIP CODE
----------	---------	------	-------	----------

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 address, a P.O. Box is not acceptable. If the agent is a 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
Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service (C 1592199)

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

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY
COPY SERVICES

15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

<u>10/29/2015</u>	<u>ALEX MARTINEZ</u>	<u>MANAGER</u>	
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	TITLE	SIGNATURE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

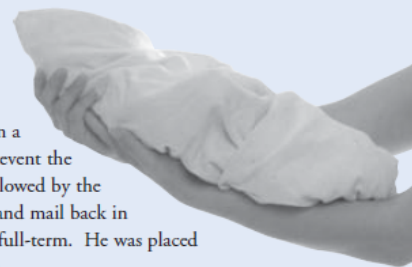
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J - 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.

EXHIBIT O CHARITABLE CONTRIBUTIONS CERTIFICATION

LASR, LLC

Company Name

1511 W. Beverly Blvd, Los Angeles, CA 90026

Address

27-1441384

Internal Revenue Service Employer Identification Number

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

10/17/17

Date

Alex Martinez, CEO

Please Print Name and Title of Signer

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME LASR, LLCContract No. 2018-002**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.

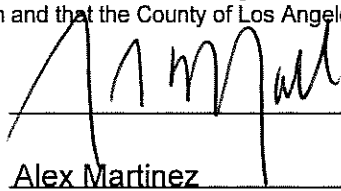
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County Counsel Contract 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: 10/17/17PRINTED NAME: Alex Martinez

POSITION: _____

CEO

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.2 - 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 6.4 – Uniform/Identification Badges	Contractor's employees shall wear an appropriate uniform at all times.	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 6.7 – 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

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)

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>



FIRST LEGAL RECORDS

1511 West Beverly Blvd P. 877.591.9979
 Los Angeles, CA 90026 F. 877.823.7488
 www.firstlegal.com
 FRRorders@firstlegal.com

CUSTOMER INFORMATION

Date Ordered: Rush:
 Date Due:
 Your Firm:
 Atty/Adj Name: SB#:
 Address:
 City: State: Zip:
 Phone: Fax:
 Your file Number:
 Contact Person:

CARRIER BILLING INFORMATION

Carrier: Bill to Customer:
 Adjuster Name:
 Address:
 City: State: Zip:
 Phone: Fax:
 Claim/File Number:
 Name of Insured:
 Date of Loss:

NOTICE TO OPPOSING COUNSEL INFORMATION

Opposing Counsel's Name:
 Firm:
 Address:
 City: State: Zip:
 Phone: Fax:

List of Opposing Counsel Attached:

RECORDS PERTAINING TO

Subject's Name:
 A.K.A.:
 S.S.#: DOB:

SUBPOENA INFORMATION

AUTHORIZATION SUBPOENA ENCL ARRANGED
 PREPARE SUBPOENA Depo WCAB Trial
 SUBPOENA FOR Records Only Personal Appearance Only
 Appearance With Records APPEARANCE ADDRESS (Below)
 Addr:
 WCAB JUDGE NAME:
 DATE: Time: DEPT--DIV:
 COURT Superior WCAB Federal
 ARBITRATION American Uninsured Motorist
 CASE NO:
 COURT NAME:
 CASE NAME:
 VS:
 YOUR FIRM REPRESENTS:
 Plaintiff: Def: Other:



FIRSTLEGAL RECORDS

1511 West Beverly Blvd
Los Angeles, CA 90026
www.firstlegal.com
FRRorders@firstlegal.com

P. 877.591.9979
F. 877.823.7488

RECORDS LOCATIONS

1. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

2. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

3. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

4. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

5. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

6. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

7. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

8. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACDEMC
	PATH MTRLS OTHER

Send Additional Sets to:



FIRSTLEGAL

RECORDS

Business Proposal

Office of the County Counsel

Request for Proposals for
As-Needed Subpoena Services

10/2017

LASR, LLC dba

First Records Retrieval

1511 W. Beverly Blvd.

Los Angeles, CA 90026

877.591.9979

Contact: Martin Kayondo

mkayondo@firstlegal.com

213.216.0042 (d)

Organizational Questionnaire/Affidavit & Forms

In this section, First Legal Deposition Services has included:

- Exhibit 1: Proposer's Organizational Questionnaire/Affidavit
- Statement of Information
- Certificate of Good Standing

REQUIRED FORMS - EXHIBIT 1

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) LASR, LLC
 State California Year Inc. 2013
2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:
Alex Martinez
3. Is your firm doing business under one or more DBA's? Yes No
 If yes, complete:
- | Name | County of Registration | Year became DBA |
|--------------------------------|------------------------|-----------------|
| <u>First Records Retrieval</u> | <u>Los Angeles</u> | <u>2017</u> |
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:
 Name of parent firm: _____
 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:
 Name _____ Year of Name Change _____
 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 Proposer'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 (3) years documented experience, within the last five (5) years, providing subpoena services, or services equivalent or similar to the services identified in *Appendix A- Statement Of Work*.
- Yes No Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing subpoena services.
- Yes No Proposer's staff assigned to the County must have at least one year of experience providing subpoena services .

REQUIRED FORMS - EXHIBIT 1

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 checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): 60						
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		5	6
Hispanic/Latino				1	12	10
Asian or Pacific Islander			1		1	3
American Indian						
Filipino						
White	2			1	6	11

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

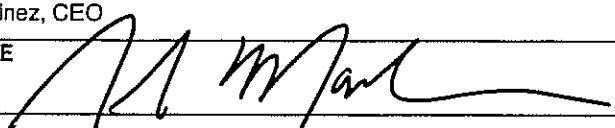
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

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

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: LASR, LLC		COUNTY WEBVEN NUMBER:	
ADDRESS: 1511 W. Beverly Blvd, Los Angeles, CA 90026			
PHONE NUMBER: (877) 591-9979		E-MAIL: Mkayondo@firstlegal.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 27-1441384		CALIFORNIA BUSINESS LICENSE NUMBER: 0002705126-001-5	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): Alex Martinez, CEO			
SIGNATURE 			DATE 10/17/17

REQUIRED FORMS - EXHIBIT 1 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 checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Specify) _____						
Total Number of Employees (including owners): 1						
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						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

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

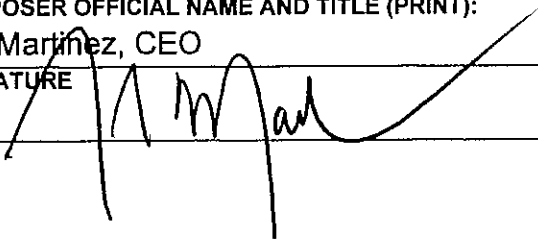
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%


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

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: LASR, LLC		COUNTY WEBVEN NUMBER:	
ADDRESS: 1511 W. Beverly Blvd, Los Angeles, CA 90026			
PHONE NUMBER: 877.591.9979		E-MAIL: mkayondo@firstlegal.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 27-1441384		CALIFORNIA BUSINESS LICENSE NUMBER: 0002705126-001-5	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): Alex Martinez, CEO			
SIGNATURE 			DATE 10/17/17

 State of California Secretary of State		<div style="border: 1px solid black; padding: 2px; display: inline-block;">L</div> 118 <i>lwh</i>
STATEMENT OF INFORMATION (Limited Liability Company)		
Filing Fee \$20.00. If this is an amendment, see instructions. IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM		
1. LIMITED LIABILITY COMPANY NAME LASR, LLC		
FILED Secretary of State State of California OCT 29 2015 <i>20/20/15</i> The Space For Filing Use Only		
File Number and State or Place of Organization		
2. SECRETARY OF STATE FILE NUMBER 200933410124	3. STATE OR PLACE OF ORGANIZATION (if formed outside of California)	
No Change Statement 4. 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. <input type="checkbox"/> 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 15.		
Complete Addresses for the Following (Do not abbreviate the name of the city. Items 5 and 7 cannot be P.O. Boxes.)		
5. STREET ADDRESS OF PRINCIPAL OFFICE 1511 BEVERLY BOULEVARD	CITY LOS ANGELES CA	STATE ZIP CODE 90026
6. MAILING ADDRESS OF LLC, IF DIFFERENT THAN ITEM 5	CITY	STATE ZIP CODE
7. STREET ADDRESS OF CALIFORNIA OFFICE 1511 Beverly Boulevard	CITY Los Angeles,	STATE ZIP CODE CA 90026
Name and Complete Address of the Chief Executive Officer, if Any		
8. NAME	ADDRESS	CITY STATE ZIP CODE
Name and Complete Address of Any Manager or Managers, or if None Have Been Appointed or Elected, Provide the Name and Address of Each Member (Attach additional pages, if necessary.)		
9. NAME Alex Martinez	ADDRESS 1511 Beverly Boulevard	CITY STATE ZIP CODE Los Angeles, CA 90026
10. NAME	ADDRESS	CITY STATE ZIP CODE
11. NAME	ADDRESS	CITY STATE ZIP CODE
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 address, a P.O. Box is not acceptable. If the agent is a 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 Corporation Service Company which will do business in California as CSC-Lawyers Incorporating Service <i>(C1592199)</i>		
13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CITY STATE ZIP CODE CA
Type of Business 14. DESCRIBE THE TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY COPY SERVICES		
15. THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.		
10/29/2015 DATE	ALEX MARTINEZ TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM	MANAGER TITLE
		SIGNATURE
LLC-12 (REV 01/2014)		APPROVED BY SECRETARY OF STATE

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: LASR, LLC

FILE NUMBER: 200933410124
FORMATION DATE: 11/25/2009
TYPE: DOMESTIC LIMITED LIABILITY COMPANY
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
herby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
October 13, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State

JTN

Table of Contents

Organizational Questionnaire/Affidavit & Forms	1
Table of Contents	4
Section A.1: Executive Summary	5
Section A.2: Executive Summary: Personnel.....	5
Section B.1 Qualifications: Background and Experience.....	6
Section B.2 Qualifications: References.....	7
B.2.1 Los Angeles City Attorney’s office	7
B.2.2 Fresno City Attorney’s Office	7
B.2.3 Lewis Brisbois & Bisgaard & Smith.....	7
B.2.4 Wood, Smith, Henning & Berman.....	7
Section B.3 Required Forms	8
Section B.4 Pending Litigation and Judgements	9
Section C.1 Approach to Required Services	9
Section C.2 Approach to Required Services: Training and Learning	9
Section C.3 Approach to Required Services: Subcontractors.....	9
Section D.1 Quality Control Plan	10
D.1.2 Subpoena Request Form.....	12
Section D.2 Green Initiatives	14
Section E.1: Terms and Conditions.....	14
Section E.2: Insurance Requirements.....	14
Section F: Required Forms	14

Section A.1: Executive Summary

First Legal LASR, LLC dba First Records Retrieval is applying to fulfill the Subpoena Services RFP for the County of Los Angeles. We specialize in providing Law Firms, Insurance Companies, Corporations and TPAs with Records Retrieval Solutions and Deposition Officer Services across the county. First Records Retrieval provides a number of features to reduce costs, track, manage and help with controlling client expenses.

First Records Retrieval over 30 years' of industry experience. Our main office is located near Downtown Los Angeles. First Legal LASR, LLC dba First Records Retrieval is familiar with court locations, hours of operations, filing rules filing procedure. Through our extensive network of local offices First Records Retrieval is able to handle every request locally, regardless of where the service is requested or the final product executed. First Records Retrieval is capable of handling any job whether it is nationally or internationally and no matter how large, difficult or complex.

Section A.2: Executive Summary: Personnel

Alex Martinez, Chief Executive Officer

Alex began his career in the litigation support space in 1991, specifically providing attorney, investigation and courier services to the Los Angeles Legal Community. Joining First Records Retrieval in 2003, Alex became the CEO in 2005. Every day he sets the tone, culture and service expectations that drive First Records Retrieval to a level of customer service that has earned First Records Retrieval its position in the market.

Martin Kayondo, President of First Legal Retrieval

Martin Kayondo joined First Legal in 2000. Today he serves as President of the First Records Retrieval division which specializes in providing Law Firms, Insurance Companies, Corporations and TPAs with National Records Retrieval Solutions and Deposition Officer Services. For 14 years, Martin has been actively involved in all aspects of this division from document preparation to record dissemination.

Rick Matsumoto, Operations Manager

Rick Matsumoto began his records retrieval journey in 1979. He worked his entire career in the Record Retrieval industry in Operations Management, before joining First Records Retrieval in 2011. Managing the customer's expectations for 38 years while going through the development and growth of these organizations, has provided a wealth of experience in the records retrieval field.

Kathy Sweetin, Customer Service Manager

Kathy began her career in the records retrieval industry in 2008. Kathy has the wealth of knowledge and experience needed to ensure an excellent customer experience.

Denise Cruz, Order Entry Manager

Denise has 26 years of experience in the Legal Service Industry, providing discovery based services to a multitude of Attorneys and Law Firms. Presently, Denise serves as the Order Entry Manager at First Legal overseeing 10 Specialists who research civil/workers' comp procedure and prepare Subpoenas, with an emphasis on maintaining our customer-focused culture.

Valan Phommachanh, Billing and Production Lead

Valan Phommachanh has built a career for the past 12 years working at First Legal, having started in production operator to now leading the Billing and Production team.

Janel M. Pace, Order Entry Specialist

Janel has been actively involved in the business of records retrieval since 1994 and in 2001 became a member of the First Legal team. Her attention to detail, knowledge of subpoena preparation, and focus on customer satisfaction have helped her to create lasting client relationships.

Section B: Qualifications

Section B.1 Qualifications: Background and Experience

First Records Retrieval is able to provide all of the requirements per the Scope of Work in the RFP. This includes, but is not limited to those included in this section.

First Records Retrieval has over twenty (20) years documented experience and within the last five years, has provided Subpoena Services, or services equivalent or similar to the services identified in Appendix A: Statement of Work of the RFP.

First Legal also has an operations supervisor permanently employed, who vastly exceeds the three (3) years documented experience in providing Subpoena Services. Operations Supervisor, Rick Matsumoto has 38 years of experience.

All staff assigned to the County will have at least one year of experience providing Subpoena Services, and other related services.

First Records Retrieval provides total retrieval services, end-to-end solution. Whatever you need we can deliver – from subpoena preparation and service to mobile photocopying of documents or X-rays and much more. We connect our clients to a managed service solution that's designed to perform and deliver high quality results. Our network of offices and affiliates across the country make the retrieval process easy and hassle-free. We are able to execute authorization orders anywhere in the U.S. and can capture critical documents on-or off-site. Once we've retrieved your records, you can download, view or archive them at your convenience. We can act as your Deposition Officer if you choose to prepare your own subpoenas. Partner with us in the way that makes most sense for your firm.

Subpoena Services

First Records Retrieval provides subpoena preparation and service for Civil, Federal, Arbitration and Workers Compensation subpoenas. Deposition Subpoenas for Production of Business, Records and supporting documentation, including mailing of Notices to all parties and all subsequent follow-up including copying on or off site. We specialize in all types of business records subpoenas including but not limited to Medical, billing, employment and insurance records. Our subpoena preparation protocols include research of all requests to ensure the right entity and the right location is served before service so as to avoid rejection or non-production. We offer regular and rush services on subpoena preparation based on turn-around time

Section B.2 Qualifications: References

First Records Retrieval has a very diverse client base. This includes a number of private and government entities. Below are just a few of the many clients we have serviced for many years.

B.2.1 Los Angeles City Attorney's office

- Wendy Hightower
 - Support Staff Supervisor
 - General Counsel Division
 - 200 North Main St., 7th Floor
Los Angeles, CA 90012
 - Tel: (213) 978-8224
 - Fax: (213) 978-8222
 - Wendy.Hightower@lacity.org

B.2.2 Fresno City Attorney's Office

- Christina Therrien
 - Management Analyst II
 - 2600 Fresno Street
Fresno, CA 93721-3602
 - (559) 621-7553
 - Christina.Therrien@fresno.gov

B.2.3 Lewis Brisbois & Bisgaard & Smith

- Elijah Bernal
 - Administrator
 - 650 E Hospitality Ln # 600,
San Bernardino, CA 92408
 - 909.387.1130
 - elijah.bernal@lewisbrisbois.com

B.2.4 Wood, Smith, Henning & Berman

- Cindy Hammond

- Director of Administration
- 10960 Wilshire Boulevard. 18th Floor
Los Angeles, CA 90024
- (310) 481-7600
- chammond@wshblaw.com

B.2.5 Pasadena City Attorney

- Dyana L. Brown
- Senior Administrative Analyst
- Office of the City Attorney/City Prosecutor: Fiscal Administration Unit
- Tel: (626) 744-4298
- Fax: (626) 744-4190
- dyanabrown@cityofpasadena.net

Section B.3 Required Forms

Please find in section B.3, the below required forms.

- Exhibit 2 – References
- Exhibit 3 – List of Contracts
- Exhibit 4 – Terminated Contracts

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

Contractor's Name: First Legal Records

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 #	Email
Pasadena City Attorney's Office	100 N. Garfield Ave, Ste. N210	Dayna L. Brown	(626) 744-4298	Dyanabrown@cityofpasadena.net
Name or Contract No.	# of Years / Term of Contract 5+ years	Type of Service Subpoena Services	Dollar Amt. ~\$4,000 per month	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Fresno City Attorney's Office	2600 Fresno St., Fresno CA 93721	Christina Therrien	(559) 621-7553	Christina.therrien@fresno.gov
Name or Contract No.	# of Years / Term of Contract 5+ Years	Type of Service Subpoena Services	Dollar Amt. ~\$3,000 per month	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Los Angeles City Attorney's Office	200 N. Main St, LA CA 90012	Wendy Hightower	(213) 978-8224	Wendy.hightower@lacity.org
Name or Contract No.	# of Years / Term of Contract 3 Year Contract	Type of Service Subpoena services	Dollar Amt. \$50,000	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Wood Smith Henning & Bergman	10960 Wilshire Boulevard, 18th Floor, LA 90024	Cindy Hammond	(310) 481-7600	chammond@wshblaw.com
Name or Contract No.	# of Years / Term of Contract 15+ years	Type of Service Subpoena Services	Dollar Amt. ~\$8,000 per month	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Email
Lewis Brisbois Bisgaard & Smith	650 E Hospitality Ln # 600, San Bernardino, CA 92408	Eli Bernale	(909) 387-1130	elliiah.bernal@lewisbrishois.com
Name or Contract No.	# of Years / Term of Contract 10+ Years	Type of Service Subpoena Services	Dollar Amt. \$8,000 per month	

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: LASR, LLC

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

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: LASR, LLC

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

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

None

Section B.4 Pending Litigation and Judgements

There is no pending litigation, judgements against or any threatened litigation against First Records Retrieval.

Section C.1 Approach to Required Services

First Records Retrieval provides subpoena preparation and service for Civil, Federal, Arbitration and Workers Compensation subpoenas. Deposition Subpoenas for Production of Business, Records and supporting documentation, including mailing of Notices to all parties and all subsequent follow-up including copying on or off site. We specialize in all types of business records subpoenas including but not limited to Medical, billing, employment and insurance records. Our subpoena preparation protocols include research of all requests to ensure the right entity and the right location is served before service so as to avoid rejection or non-production. We offer regular and rush services on subpoena preparation based on turn-around time

Section C.2 Approach to Required Services: Training and Learning

Every new hire is taken through a general new hire and orientation with the company. During training, all personnel are educated in each department of the operational offices by well-seasoned leaders and supervisors. Ongoing mentoring is also provided along with Training manuals and training guides that are updated on a regular basis. These tutorials create a training foundation that is augmented by and enhanced upon through, managers, supervisors and leaders First Records Retrieval truly believes that with cross-training, each team member will have an in-depth understanding of the industry, which will ensure that all staff can complete the work set forth by our clients and contracts.

For desk personnel and couriers, they have detailed training regarding the court systems, cut-off times, customer service procedures, document set-up, service of process operational procedures, current use of technology and our internal systems.

Each department is managed to continually develop each team member such that they remain up-to-date and current with industry standards. This is further augmented by engaging all of our operations on team conference calls, addressing their needs to better support our clients and to raise the quality standard of the entire team.

Section C.3 Approach to Required Services: Subcontractors

First Records Retrieval will be using no subcontractors as listed on Exhibit 22, List of Subcontractors as found in Appendix D: Required Forms.

Section D.1 Quality Control Plan

First Legal maintains an internal Quality Control system as part of our operations solution, which currently supports a "Triple-9" or 99.9% success rate as measured by transactions being completed without client complaint or an operational failure.

We also have a dedicated Customer Care Program managed by our Director of Customer Service through 20-30 full-time customer service experts. In this process, a dedicated team is assigned to all 'new' clients to ensure their initial experience is a successful one.

In addition, we manage a monthly Call-Maintenance Program whereby an independent team will call specific, as well as random clients to ensure their expectations are being met. These logs are shared with the CEO, Sales, Operations and Regional Managers.

For Order Entry and Subpoena preparation, our order entry team individually researches each location to ensure the most information is available at time of issuance. All subpoenas created also go through a secondary QC step where a Quality Control person checks the work of the subpoena prepare and passes, corrects or returns work should an issue arise. At time of sending out final subpoenas, an additional quick QC is performed by a 3rd group at time of mailing notices and sending out for service.

The customer service department is constantly running audits of all open orders in a process we call "client monitoring". In said process, all open orders for your firm are checked to ensure they are progress timely and if needed, any escalation measures required are performed at that point including notification to clients as needed.

The production department has another 3 step process to ensuring proper production of records. Initial receiving clerk will ensure records match the right orders. A different person then performs a page-by-page QC of the records checking for subject/patient matching, date limitations, page quality and legibility, and orientation. A report of the items checked is included with every job that is produced to show what criteria the quality control person was looking for. A 3rd QC step is performed by the shipper again checking all records are being disseminated to the correct parties.

First Records Retrieval consistently utilizes the following issue resolution process:

1. Monitor communication channels for potential issues – including telephonic communication, email communication and written communication.
2. Review all potential issues with applicable employees or court personnel.
3. Discuss with client personnel the specifics of any service issues.
4. Present factual basis for any potential issues.
5. Review policies and procedures and adjust if necessary to eliminate potential service issues.
6. Revise employee training to eliminate potential service issues.

It is the responsibility of the all desk supervisors to make sure that orders are processed within the specified time frames and instruction. If any issues arise, it is up to the desk supervisor to contact

customers to advise them of any issues that may prevent the order from being handled by the timeframe and instruction provided by the requestor. We train our staff that our culture is to perform all work as instructed and to communicate if any problems occur.

In order to ensure that orders are detailed and consistently entered, First Records Retrieval utilizes the below form.

D.1.2 Subpoena Request Form



FIRSTLEGAL
 RECORDS

1511 West Beverly Blvd
 Los Angeles, CA 90026
 www.firstlegal.com
 FRRorders@firstlegal.com
 P. 877.591.9979
 F. 877.823.7488

CUSTOMER INFORMATION

Date Ordered: Rush:
 Date Due:
 Your Firm:
 Atty/Adj Name: SB#:
 Address:
 City: State: Zip:
 Phone: Fax:
 Your file Number:
 Contact Person:

CARRIER BILLING INFORMATION

Carrier: Bill to Customer:
 Adjuster Name:
 Address:
 City: State: Zip:
 Phone: Fax:
 Claim/File Number:
 Name of Insured:
 Date of Loss:

NOTICE TO OPPOSING COUNSEL INFORMATION

Opposing Counsel's Name:
 Firm:
 Address:
 City: State: Zip:
 Phone: Fax:

SUBPOENA INFORMATION

AUTHORIZATION SUBPOENA ENCL ARRANGED
 PREPARE SUBPOENA Depo WCAB Trial
 SUBPOENA FOR Records Only Personal Appearance Only
 Appearance With Records APPEARANCE ADDRESS (Below)
 Addr:
 WCAB JUDGE NAME:

List of Opposing Counsel Attached:

DATE: Time: DEPT-DIV:
 COURT Superior WCAB Federal
 ARBITRATION American Uninsured Motorist
 CASE NO:
 COURT NAME:
 CASE NAME:
 VS:
 YOUR FIRM REPRESENTS:
 Plaintiff: Def: Other:

RECORDS PERTAINING TO

Subject's Name:
 A.K.A.:
 S.S.#: DOB:



FIRSTLEGAL RECORDS

1511 West Beverly Blvd
Los Angeles, CA 90026
www.firstlegal.com
FRRorders@firstlegal.com

P. 877.591.9979
F. 877.823.7488

RECORDS LOCATIONS

1. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

2. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

3. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

4. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

5. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

6. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

7. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

8. Location:	Copy Specific Date's Only / Dates:
Address:	Phone: (MARK BOX FOR RECORDS NEEDED BELOW)
Additional Info:	MED BILLS X-RAYS SIGN-IN PSYCH EMPLOY INSUR ACADEMIC PATH MTRLS OTHER

Send Additional Sets to:

Section D.2 Green Initiatives

First Records Retrieval unitizes reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

Section E.1: Terms and Conditions

First Records Retrieval has reviewed the sample contract and statement of work in order to ensure compliance with all terms, conditions and requirements as listed in Appendix C and Appendix A.

Section E.2: Insurance Requirements

First Records Retrieval ensures that all insurance requirements will be met. Forms to be provided upon contract issuance/request.

Section F: Required Forms

First Legal has included the below forms in this section:

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit and CBE Information
- Exhibit 2 Prospective Contractor Reference
- Exhibit 3 Prospective Contractor List of Contractors
- Exhibit 4 Prospective Contractor List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Preference Program Consideration
- Exhibit 8 Proposer’s EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibits 11-12 Cost Forms, included in the Cost Proposal
- Exhibit 19 Charitable Contribution Certification
- Exhibit 20 Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
- Exhibit 21 Zero Tolerance Human Trafficking Policy Certification
- Exhibit 22 List of Subcontractors
- Exhibit F: Contractor’s Administration
- Exhibit G Contractor Acknowledgment and Confidentiality Agreement
- Statement of Information
- Certificate of Good Standing

Contract No.: 2018-003

CONTRACT



CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
TEAM LEGAL, INC.
FOR
AS-NEEDED SUBPOENA SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1	APPLICABLE DOCUMENTS	1
2	DEFINITIONS	3
	2.1 Standard Definitions	3
3	WORK	5
4	TERM OF CONTRACT	5
5	CONTRACT SUM	5
	5.1 Total Contract Sum	5
	5.2 Written Approval for Reimbursement.....	6
	5.3 Notification of 75% of Total Contract Sum	6
	5.4 No Payment for Services Provided Following Expiration-Termination of Contract	6
	5.5 Invoices and Payments.....	7
	5.6 Intentionally Omitted	7
6	ADMINISTRATION OF CONTRACT- COUNTY	8
	6.1 County Administration	8
	6.2 County Counsel Contract Manager.....	8
	6.3 County Counsel Contract Monitor.....	8
7	ADMINISTRATION OF CONTRACT-CONTRACTOR	9
	7.1 Contractor Administration	9
	7.2 Contractor's Project Manager	9
	7.3 Approval of Contractor's Staff	9
	7.4 Contractor's Staff Identification	9
	7.5 Background and Security Investigations	9
	7.6 Confidentiality	10
8	STANDARD TERMS AND CONDITIONS	11
	8.1 Amendments.....	11
	8.2 Assignment and Delegation	12
	8.3 Authorization Warranty	13
	8.4 Budget Reductions	13
	8.5 Complaints.....	13
	8.6 Compliance with Applicable Law	13
	8.7 Compliance with Civil Rights Laws	14
	8.8 Compliance with the County's Jury Service Program	15
	8.9 Conflict of Interest.....	16

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.10	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List	17
8.11	Consideration of Hiring GAIN-GROW Participants	17
8.12	Contractor Responsibility and Debarment	18
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	20
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	21
8.15	County's Quality Assurance Plan.....	21
8.16	Damage to County Facilities, Buildings or Grounds.....	21
8.17	Employment Eligibility Verification	22
8.18	Facsimile Representations.....	22
8.19	Fair Labor Standards	23
8.20	Force Majeure.....	23
8.21	Governing Law, Jurisdiction, and Venue.....	24
8.22	Independent Contractor Status	24
8.23	Indemnification.....	24
8.24	General Provisions for all Insurance Coverage.....	25
8.25	Insurance Coverage	29
8.26	Liquidated Damages.....	30
8.27	Most Favored Public Entity	32
8.28	Nondiscrimination and Affirmative Action.....	32
8.29	Non Exclusivity	33
8.30	Notice of Delays.....	34
8.31	Notice of Disputes.....	34
8.32	Notice to Employees Regarding the Federal Earned Income Credit.....	34
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	34
8.34	Notices.....	34
8.35	Prohibition Against Inducement or Persuasion	35
8.36	Public Records Act	35
8.37	Publicity	36
8.38	Record Retention and Inspection-Audit Settlement	36
8.39	Recycled Bond Paper	37
8.40	Subcontracting.....	38

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	39
8.42	Termination for Convenience.....	39
8.43	Termination for Default	40
8.44	Termination for Improper Consideration	41
8.45	Termination for Insolvency.....	42
8.46	Termination for Non-Adherence of County Lobbyist Ordinance.....	43
8.47	Termination for Non-Appropriation of Funds.....	43
8.48	Validity	43
8.49	Waiver.....	43
8.50	Warranty Against Contingent Fees	44
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	44
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	44
8.53	Time off for Voting	45
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking.	45
9	UNIQUE TERMS AND CONDITIONS.....	45
9.1	Intentionally Omitted	45
9.2	Health Insurance Portability and Accountability Act of 1996 ("HIPAA") ...	45
9.3	Ownership of Materials, Software and Copyright.....	46
9.4	Patent, Copyright and Trade Secret Indemnification	47
9.5	Contractor's Charitable Activities Compliance	48
9.6	Intentionally Omitted	48
9.7	Intentionally Omitted	48
9.8	Intentionally Omitted	48
9.9	Intentionally Omitted	48
	SIGNATURES	49

TABLE OF CONTENTS**STANDARD EXHIBITS**

- 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 Performance Requirements Summary (PRS) Chart
- S User Complaint Form
- T County Counsel Site Locations
- U Sample Subpoena Request Forms

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TEAM LEGAL, INC.
FOR
AS-NEEDED SUBPOENA SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20_ by and between the County of Los Angeles, hereinafter referred to as County and Team Legal, Inc., hereinafter referred to as "Contractor". Team Legal, Inc., is located at Valencia, California.

RECITALS

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

WHEREAS, the Contractor is a private firm specializing in providing As-Needed Subpoena 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.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - 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- Performance Requirements Summary (PRS) Chart
- 1.16 Exhibit S- User Complaint Form
- 1.17 Exhibit T- County Counsel Site Locations
- 1.18 Exhibit U- Sample Subpoena Request Forms

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 **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

2.1.1.2 **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.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **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.

- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Counsel Contract Manager:** Person designated Director to manage the operations under this contract.
- 2.1.1.8 **County Counsel Contract Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.10 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.12 **Director:** Interchangeable with County Counsel and Department Head
- 2.1.1.13 **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.
- 2.1.1.14 **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.
- 2.1.1.15 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.16 **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 two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify the Office of the 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 the Office of the 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 the Office of the 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 INTENTIONALLY OMITTED

5.6 INTENTIONALLY OMITTED

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 Contract Manager

6.2.1 The role of the County Counsel 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 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.

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

7 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.
- 7.6.2 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 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.

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

7.6.4 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 Department Head or his/her designee.

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

changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the County Counsel.

- 8.1.3 The Department Head or his/her designee 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 the 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 Exhibit I, 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. Information and posters for printing are available 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 monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board 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
 Los Angeles, CA 90012
 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 **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 2 (Performance Requirements Summary (PRS)) Chart Appendix B(Statement of Work Exhibits) 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

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, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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 Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking 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 INTENTIONALLY OMITTED****9.8 INTENTIONALLY OMITTED****9.9 INTENTIONALLY OMITTED**

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: Team Legal, Inc.

By  Name

SEAN O'CONNELL Name
DIRECTOR OF MARKETING Title
CLIENT RELATIONS

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

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS.....	1
3.0	QUALITY CONTROL.....	1
4.0	QUALITY ASSURANCE PLAN	1
5.0	DEFINITIONS	2
6.0	RESPONSIBILITIES.....	3
	<u>COUNTY</u>	
6.1	Personnel	3
	<u>CONTRACTOR</u>	
6.2	Project Manager	3
6.3	Personnel	3
6.4	Uniforms/Identification Badges.....	4
6.5	Materials and Equipment.....	4
6.6	Training	4
6.7	Contractor's Office.....	4
7.0	HOURS/DAYS OF WORK	5
8.0	UNSCHEDULED WORK	5
9.0	SPECIFIC WORK REQUIREMENTS	5
10.0	GREEN INITIATIVES.....	7
11.0	PERFORMANCE REQUIREMENTS SUMMARY	8

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide As-Needed Subpoena Services upon request from County Counsel personnel, as further described in this Appendix.
- 1.2 Upon request by County Counsel personnel, Contractor shall provide As-Needed Subpoena Services to at all County site locations listed in Exhibit 4, 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 Counsel Contract 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.

4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the County Counsel Contract Monitor 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 Monitor 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 Counsel Contract Monitor within one (1) workdays, 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 Counsel Contract 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 2, Appendix B*. 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

SUBPOENA SERVICES shall mean any and all possible tasks Contractor must perform to provide requested duplication including but not limited to preparation and service of "Subpoenas for Business Records Only" as defined in California Code of Civil Procedure Section 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

REGULAR SERVICE shall be defined as a situation in which County Counsel is requesting records by subpoena in 26 days or more and records by authorization in 8 days or more.

RUSH SERVICE for any records obtained by subpoena shall be defined as a situation in which County Counsel is requesting records in 25 days or less and by authorization in which County Counsel is requesting records in 7 days or less.

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 anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays. 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.
- 6.2.3 Project Manager shall have three (3) years of documented prior experience discharging supervisory functions in the same or a similar business.
- 6.2.4 Project Manager/alternate 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.

6.3 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 personnel, including but not limited to Contractor Project Manager and 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.
- 6.3.4 Contractor shall ensure that all of its employees, agents, and subcontractors performing work under this Contract are provided the training described in Paragraph 7.5.4 with respect to the confidentiality provisions of this Contract. Contractor, Contractor Project Manager and alternate shall sign an adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G to the Contract.

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

- 9.1 The County Counsel Contract Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.
- 9.2 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 Counsel Contract Manager or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County Counsel 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 Counsel Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 SPECIFIC WORK REQUIREMENTS

- 9.1. Contractor shall provide subpoena services for all County Counsel site locations listed on Exhibit 4 to Appendix C.
- 9.2 Contractor shall provide such services within the timeframe specified at the time of County's request for service.

9.3 Services

- **Basic Charge:** Overall cost for preparing and service of subpoenas at regular service rates. Regular Service for any records obtained by subpoena is a situation in which County is requesting records by subpoena in 26 days or more and records by authorization in eight days or more.
 - *A Witness Subpoena:* a court order requiring a person to appear in court on a certain date and testify as a witness, usually in a trial.
 - *A Subpoena Duces Tecum* is a court order requiring the person subpoenaed to produce books, documents or other records under his or her control at a specified time/place in a court hearing or a deposition.
 - *A Deposition Subpoena* is a court order requiring a person who is not a party to a lawsuit to provide copies of business records and/or appear at a deposition to answer questions asked by one party in a lawsuit.
 - Requested records may be in the form of a paper copy, CD or downloadable digital copy.
- **Notice to Counsel:** Notice to opposing counsel of subpoena.
- **Certification of No Records:** Certificate from the facility stating under penalty of perjury they do not have records.
- **Out of Area Charge:** Only applicable for requests located outside the following counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern.
- **Trip Charge:** For each additional trip after two trips.
- **Rush Service** for any records obtained by subpoena is a situation in which County is requesting records in 25 days or less and by authorization in which County is requesting records in seven days or less.
- **Fee/Check Advance:** A fee for advancing payment (invoice and/or copy of check must be attached).
- **Amended Subpoena:** When a facility rejects subpoena due to unacceptable working.
- **Retrieval Fees:** charged by the facility when they retrieve stored records (invoice and/or copy of check must be attached)
- **Out of State Records:** Costs incurred by out of state vendor.
- **CD:** Requested records stored on a CD.
- **Copies:** Additional copies beyond original.
- **Bates Stamping**

- Labels/Tabbing
 - Fee/Check Advance: Flat fee or percentage for fees/checks paid in advance.
 - Shipping & Handling: See Sub-Paragraph 9.4.
 - Witness Fees: See Sub-Paragraph 9.4.
- 9.4 If Contractor's personnel are unable to complete the task or service requested by the County within the timeframe requested, Contractor shall notify the specific County Staff who made the request, or the County Counsel Contract Manager with enough time for County to use alternative methods to complete the request.
- 9.5 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:
- 9.4.1 Unexpected cash advances attributed to court filing and related services, such as court filing fees and copy fees.
 - 9.4.2 Witness fees, x-rays, and any other costs attributed to subpoena services.
 - 9.4.3 Record retrieval fees
 - 9.4.4 Shipping and handling fees over \$20 (County Counsel will reimburse the difference)
- 9.6 Non-reimbursable costs are not limited to the following tasks and services not expected to be paid by Contractor for and on behalf of County:
- 9.5.1 Staff time or overtime spend performing the specific tasks and requirement standards described herein;
 - 9.5.2 Charges for time spent to provide necessary information for County audits or billing inquiries;
 - 9.5.3 Charges for work performed which had not been authorized by County; and
 - 9.5.4 Mileage expenses.

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 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 2 of Appendix B (SOW Exhibits), 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.

TEAM LEGAL, INC.

EXHIBIT B - PRICING SHEET

The 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.

Subpoena Services Rate:

Contractor's proposed firm and fixed rate for all subpoena service work described in the Statement of Work, Appendix A.

SUBPOENA SERVICES		
Service	Rate	Taxable (Yes/No)
Basic Charge (preparation and service)		
Witness Subpoena	<u>\$ 75.00 /subpoena</u>	
Subpoena Duces Tecum	<u>\$ 65.00 /subpoena</u>	
Deposition Subpoena (Production of Business Records)	<u>\$ 65.00 /subpoena</u>	
Notice to Counsel	<u>\$ 2.50 /notice</u>	
Certification of No Records	<u>\$ 5.00 /certification</u>	
Out of Area Charge	<u>\$ 15.00 /subpoena</u>	
Trip Charge	<u>\$ 0 /trip</u>	
Rush Service	<u>\$ 20.00 /subpoena</u>	
Amended Subpoena	<u>\$ 0 /subpoena</u>	
Retrieval Fees	Proof of costs will be supplied <u>\$ cost /order</u>	
Out of State Records	Proof of costs will be supplied <u>\$ cost /order</u>	
CD	<u>\$ 5.00 /CD</u>	
Paper Copies	<u>\$.10 /page</u>	
Digital Copies	<u>\$.15 /page</u>	
Bates Stamping	<u>\$.01 /page</u>	
Labels/Tabbling	<u>\$.30 /tab</u>	
Fee/check Advance	Proof will be supplied <u>\$ cost per occurrence</u>	

*Sales tax for taxable items shall be indicated on invoice. Rates on this form shall not include sales tax.

Appendix D- Required Forms

INTENTIONALLY OMITTED

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

TEAM LEGAL, INC.

Company Name

25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381

Address

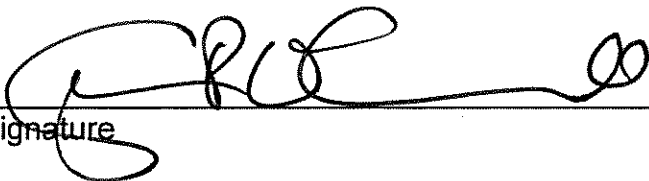
20-5348217

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.	(XX)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(XX)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(XX)	()
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.	(XX)	()



 Signature

10/16/2017

 Date

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS

 Name and Title of Signer (please print)

35

COUNTY'S ADMINISTRATION

CONTRACT NO. 2018-003

COUNTY COUNSEL CONTRACT MANAGER:

Name: Angela Cho
Title: Management Analyst
Address: 500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Telephone: 213-974-8572
Facsimile: 213-617-6780
E-Mail Address: acho@counsel.lacounty.gov

COUNTY COUNSEL CONTRACT MONITOR:

Name: Denise Gonzalez
Title: Intermediate Clerk
Address: 500 W. Temple Street, 6th Floor
Los Angeles, CA 90012
Telephone: 213-893-2433
Facsimile: 213-617-6780
E-Mail Address: dgonzalez@counsel.lacounty.gov

COUNTY REQUESTING PARTY:

The County Requesting Party shall be County Counsel personnel.

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** TEAM LEGAL, INC.**CONTRACT NO:** 2018-003**CONTRACTOR'S PROJECT MANAGER:** SEAN O'CONNELLName: SEAN O'CONNELLTitle: DIRECTOR OF MARKETING & CLIENT RELATIONSAddress: 25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381Telephone: 661-964-0154Facsimile: 661-255-7484E-Mail Address: sean@teamlegalinc.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: VINCENT BATZATitle: PresidentAddress: 25876 The Old Road, Suite 314, Valencia, CA 91381Telephone: 661-964-0154Facsimile: 661-255-7484E-Mail Address: vbatza@teamlegalinc.comName: Maria GilpatrickTitle: Records Division SupervisorAddress: 963 West Avenue J, Lancaster, CA 93534Telephone: 661-948-4515Facsimile: 661-948-4517E-Mail Address: mgilpatrick@teamlegalinc.com**Notices to Contractor shall be sent to the following:**Name: Sean O'ConnellTitle: Director of Marketing & Client RelationsAddress: 25876 The Old Road, Suite 314, Valencia, CA 91381Telephone: 661-964-0154Facsimile: 661-255-7484E-Mail Address: sean@teamlegalinc.com

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Business Proposal Required Forms (Section F)

All required forms from Appendix D are attached as requested.

- Exhibit 1
- Exhibit 2
- Exhibit 3
- Exhibit 4
- Exhibit 5
- Exhibit 6
- Exhibit 7
- Exhibit 8
- Exhibit 9
- Exhibit 10
- Exhibit 19
- Exhibit 20
- Exhibit 21
- Exhibit 22

REQUIRED FORMS - EXHIBIT 1

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) Team Legal, Inc.
 State California Year Inc. 2006
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
4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:
 Name of parent firm: _____
 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.

24

REQUIRED FORMS - EXHIBIT 1 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): 29						
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					2	3
Hispanic/Latino					2	6
Asian or Pacific Islander					1	
American Indian						
Filipino		1		1		
White			2	1	6	4

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

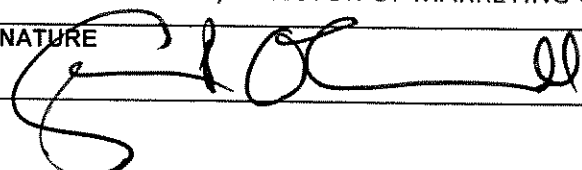
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	100 %	%

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

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: TEAM LEGAL, INC.		COUNTY WEBVEN NUMBER: 14505101
ADDRESS: 25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381		
PHONE NUMBER: 661-964-0154	E-MAIL: sean@teamlegalinc.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 20-5348217	CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS		
SIGNATURE 	DATE <div style="border: 1px solid black; padding: 2px; display: inline-block;">10/16/2017</div>	

25

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

26

Contractor's Name: TEAM LEGAL, 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 #	Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.
County of Santa Clara - DCSS	880 Ridder Park Drive, San Jose, CA 95131	Erin Bigelow	(408) 503-5328	(408) 503-5252	DCSS-	2012 - 2019 (Just was awarded contract again in 2016)	County and Statewide Service of Process	\$160,000 annually
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.
County of Los Angeles - DCSS	5770 South Eastern Avenue, Commerce, CA 90040	Andrea Barnes/Linda Billups	(323) 889-3364	(323) 869-0574		2017 - 2019	County and Statewide Service of Process	\$300,000 annually
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.
Regal Medical Group	8510 Balboa Blvd, Northridge, CA 91325	Matthew Ramirez	(818) 637-2000	(818) 290-7514		2007 to present	Medical Records retrieval services throughout all of Southern California	\$175,000 annually
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.
State of CA, Dept of Consumer Affairs - DOJ/AMBC	1747 N. Market Blvd #265, Sacramento, CA 95834	Lauren Trefethan	(916) 515-5101	(916) 928-2201		2012 to 2017	Statewide Subpoena Services / Medical and Veterinary Records Retrieval	\$75,000 annually
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.
Los Angeles County Employee Retirement Association (LACERA)	300 North Lake Street, 6th Floor Pasadena, CA 91101	Ricki Contreras/Ricardo Salinas	(626) 564-6000	()		2013 to 2018	County and Statewide document scanning and records processing	\$175,000 annually

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: TEAM LEGAL, INC.

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

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Los Angeles County Counsel	500 West Temple Street, 6th Floor Los Angeles, CA 90012	Angela Cho/Sarah Truong	(213) 787-2424	(213) 617-6780
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
77838	October 2012 to present. Have had two extensions.	Subpoena Preparation & Related Services	~\$15,000 annually	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

2

TEAM LEGAL, INC.

LEGAL SUPPORT SERVICES

ENCLOSURE @

25876 THE OLD ROAD, SUITE 314
VALENCIA, CA 91381
(661) 964-0154 Fax: (661) 255-7484
www.teamlegalinc.com

ADDITIONAL OFFICES: LOS ANGELES, SAN DIEGO, OAKLAND, SACRAMENTO, CAMARILLO/VENTURA AND LANCASTER

GOVERNMENT CONTRACT REFERENCES

Erin Bigelow
County of Santa Clara
Department of Child Support Services
880 Ridder Park Drive
San Jose, CA 95131
(866) 901-3212

Ricki Contreras / Ricardo Salinas
LACERA (Los Angeles County Employee
Retirement Association)
300 North Lake Street, 6th Floor
Pasadena, CA 91101
(626) 564-6000

Marie Abernathy / Teresa Rondilone
County of Riverside
Department of Public Social Services
10281 Kidd Street, 1st Floor
Riverside, CA 92503
(951) 358-6503

Farrah Yang
STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
Division of Investigation/Medical Board of CA
1747 North Market Blvd, Suite 265
Sacramento, CA 95834
Telephone: 916-515-5107

Mary Ann David / Mary Allen
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
CALOSHA Oakland Legal Unit
1515 Clay Street, Suite 1901
Oakland, CA 94612
(510) 286-7348

Paul Stanley
STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
Board of Registered Nursing
1747 North Market Blvd, Suite 150
Sacramento, CA 95834
916-322-3350

Gina Enrique
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
CALOSHA Los Angeles Legal Unit
320 West 4th Street, Suite 400
Los Angeles, CA 90013
(213) 576-7700

Jill Siciliano, Esq. / Janice Fowler, Esq.
CALTRANS Los Angeles Legal
100 South Main Street, 13th Floor
Los Angeles, CA 90012
(213) 687-6000

Maria Cordonero
CALTRANS San Francisco Legal
595 Market Street, Suite 1700
San Francisco, CA 94105
(415) 904-5700

Jeff Thompson
County of Placer
Department of Child Support Services
1000 Sunset Blvd, Suite 200
Rocklin, CA 95765
(916) 435-5760

Heidi Skinner, Esq. / Sonia Stepovitch, Esq.
CALTRANS San Diego Legal
4050 Taylor Street
San Diego, CA 92110
(619) 688-2531

Theresa Porter/Melissa Corbin/Lynn Sanders
City of San Jose Police Department/County of Santa Clara District Attorney
201 West Mission Street
San Jose, CA 95110
(408) 535-7048

Mary Wieler
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Workers Compensation
1515 Clay Street, Suite 1700
Oakland, CA 94612
(510) 286-7100

Deborah Fields / Ariana Tsukamoto
STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
Office of Legal Affairs
10111 Old Placerville Road, Suite 100
Sacramento, CA 95827
(916) 255-4891

Nancy Rice / Eric Broome / Lily Flores
County of San Bernardino
Risk Management Division
222 West Hospitality Lane, 3rd Floor
San Bernardino, CA 92415
(909) 386-8655

REQUIRED FORMS - EXHIBIT 4

30

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: TEAM LEGAL, INC.

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

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Not applicable, TEAM LEGAL, INC. has never had a contract terminated.			()	()
Name or Contract No.	Reason for Termination:			
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.	Reason for Termination:			
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.	Reason for Termination:			
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.	Reason for Termination:			

REQUIRED FORMS - EXHIBIT 5 CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

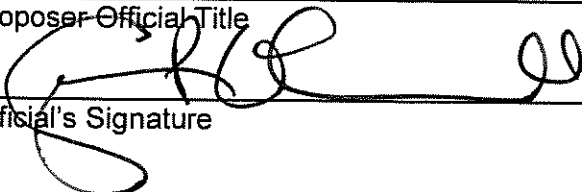
TEAM LEGAL, INC.

Proposer Name

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS

Proposer Official Title

Official's Signature



**REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

Signature:  Date: 10/16/2017

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS
TEAM LEGAL, INC.

32

REQUIRED FORMS - EXHIBIT 7 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 TEAM LEGAL, INC.	County Webven No. 14505101
Print Name: SEAN O'CONNELL	Title: DIRECTOR OF MARKETING
Signature: 	Date: 10/16/2017

Reviewer's Signature	Approved	Disapproved	Date

33

REQUIRED FORMS - EXHIBIT 8 PROPOSER'S EEO CERTIFICATION

TEAM LEGAL, INC.

Company Name

25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381

Address

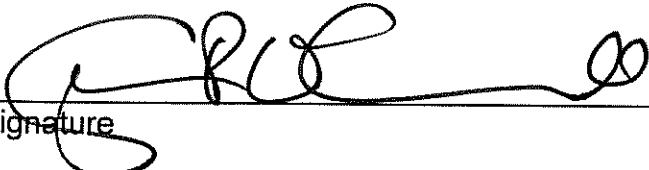
20-5348217

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.	(XX)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(XX)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(XX)	()
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.	(XX)	()



 Signature

10/16/2017

 Date

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS

 Name and Title of Signer (please print)

35

Supplier Profile

State of California Certification



Certification ID : 1112581

Legal Business Name
TEAM LEGAL INC

Doing Business As (DBA) Name1:
TEAM LEGAL INC

Doing Business As (DBA) Name2:

Office Phone Number
661/964-0154

Business Fax Number
661/255-7484

Business Web Address
<http://www.teamlegalinc.com> ()

Address
25876 THE OLD ROAD STE 314
VALENCIA
CA 91381

Email:
sean@teamlegalinc.com (<mailto:sean@teamlegalinc.com>)

Total No. of Employees
38

Business Types:
Service

Notification Preference
Email

Service Areas

Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Francisco , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

[View Keywords](#)

[View Classifications](#)

Active Certifications

?

Certification Type	Status	From	To
SB	Approved	10/16/2017	10/31/2019

Certification History

?

Certification Type	Application Date	Status	Status Date/Time	From	To
SB	09/28/2017	Expired	10/16/17 1:21PM	10/16/2017	10/16/2017
SB(Micro)	09/26/2013	Expired	09/30/17 11:59PM	09/26/2013	09/30/2017

[Return to Search](#)

[Print this Page](#)
(Printer Friendly)

[\(http://www.dgs.ca.gov/\)](http://www.dgs.ca.gov/)

[\(http://www.fiscal.ca.gov/\)](http://www.fiscal.ca.gov/)

34

REQUIRED FORMS - EXHIBIT 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

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

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

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

YES (subject to verification by County) NO

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

YES NO

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

YES NO N/A (Program not available)

Proposer's Organization: TEAM LEGAL, INC.

Signature: _____

Print Name: SEAN O'CONNELL

Title: DIRECTOR OF MARKETING & CLIENT RELATIONS

Date: 10/16/2017

Telephone No: 661-964-0154

Fax No: 661-255-7484

36

REQUIRED FORMS - EXHIBIT 10

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

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

Company Name: TEAM LEGAL, INC.		
Company Address: 25876 THE OLD ROAD, SUITE 314		
City: VALENCIA	State: CA	Zip Code: 91381
Telephone Number: 661-964-0154		
Solicitation For <u>SOP</u> 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.

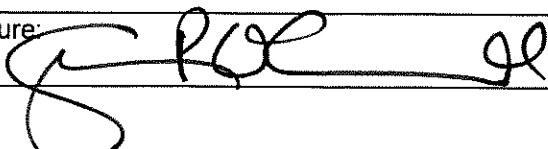
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

xxx 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: SEAN O'CONNELL	Title: DIRECTOR OF MARKETING & CLIENT RELATIONS
Signature: 	Date: 10/16/2017

37

**REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION**

TEAM LEGAL, INC.

Company Name

25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381

Address

20-5348217

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

10/16/2017

Date

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS

Please Print Name and Title of Signer

38

REQUIRED FORMS EXHIBIT 20

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

Company Name: TEAM LEGAL, INC.		
Company Address: 25876 THE OLD ROAD, SUITE 314		
City: VALENCIA	State: CA	Zip Code: 91381
Telephone Number: 661-964-0154	Email address: sean@teamlegalinc.com	
Solicitation/Contract For <u>SOP</u> 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**

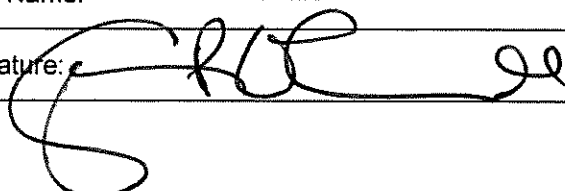
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: SEAN O'CONNELL	Title: DIRECTOR OF MARKETING & CLIENT RELATIONS
Signature: 	Date: 10/16/2017

REQUIRED FORMS - EXHIBIT 21

**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**


Company Name: TEAM LEGAL, INC.		
Company Address: 25876 THE OLD ROAD, SUITE 314		
City: VALENCIA	State: CA	Zip Code: 91381
Telephone Number: 661-964-0154	Email address: sean@teamlegalinc.com	
Solicitation/Contract for <u>Subpoena Services</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: SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS	Title:
Signature: 	Date: <u>10/16/2017</u>

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

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?

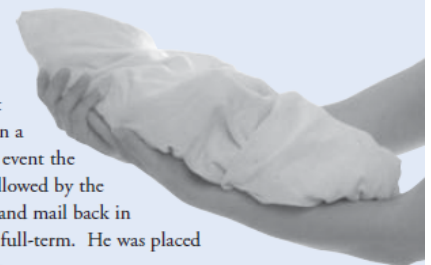
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

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



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 periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT J - 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 Individual(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.

EXHIBIT O CHARITABLE CONTRIBUTIONS CERTIFICATION

TEAM LEGAL, INC.

Company Name

25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381

Address

20-5348217

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

10/16/2017

 Date

SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS

 Please Print Name and Title of Signer

38

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME TEAM LEGAL, INC. Contract No. 2018-003 }

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 Counsel Contract 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: 11 / 28 / 17

PRINTED NAME: SEAN O'CONNELL

POSITION: DIRECTOR OF MARKETING & CLIENT RELATIONS

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.2 - 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 6.4 – Uniform/Identification Badges	Contractor's employees shall wear an appropriate uniform at all times.	Inspection & Observation	\$50 per occurrence
SOW: Paragraph 6.7 – 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

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)

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>

Team Legal, Inc.

25876 The Old Road, Suite 314
Valencia, CA 91381

EXHIBIT U

ENCLOSURE A

Order Date

Attorney Name: Regular Rush

Attention: Date Needed Client File Number

Firm Name Hearing Date Time

Address Room Dept.

City Authorization or Subpoena Attached

Phone No. Serve & Copy Copy

Plaintiff Defendant

Please Prepare Subpoena:

Court:

Case No.:

Please obtain Records of:

AKA

Date of Birth Social Security No. DOI

RECORDS ARE LOCATED AT:

1. Name of Facility <input type="text"/>	2. Name of Facility <input type="text"/>
Address <input type="text"/>	Address <input type="text"/>
City, State, Zip Code <input type="text"/>	City, State, Zip Code <input type="text"/>
Area Code Phone # <input type="text"/>	Area Code Phone # <input type="text"/>
3. Name of Facility <input type="text"/>	4. Name of Facility <input type="text"/>
Address <input type="text"/>	Address <input type="text"/>
City, State, Zip Code <input type="text"/>	City, State, Zip Code <input type="text"/>
Area Code Phone # <input type="text"/>	Area Code Phone # <input type="text"/>

Records Needed: Employment Payroll Medical Billing X-Rays Scholastic

fax for Review (if preparing Subpoena must fill out opposing Counsel list below)

OPPOSING COUNSEL LIST OR MAILING LIST

NAME	ADDRESS	CITY, STATE, ZIP CODE	TEL NO.
1.			
2.			
3.			

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal

Team Legal, Inc.
25876 The Old Road, Suite 314
Valencia, CA 91381

October 16, 2017

-ORIGINAL-

REQUIRED FORMS - EXHIBIT 1

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) Team Legal, Inc.
 State California Year Inc. 2006

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

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:
 Name of parent firm: _____
 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 - EXHIBIT 1 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): 29						
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					2	3
Hispanic/Latino					2	6
Asian or Pacific Islander					1	
American Indian						
Filipino		1		1		
White			2	1	6	4

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

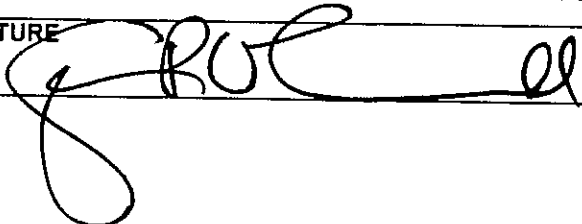
	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	100 %	%

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

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: TEAM LEGAL, INC.		COUNTY WEBVEN NUMBER: 14505101
ADDRESS: 25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381		
PHONE NUMBER: 661-964-0154	E-MAIL: sean@teamlegalinc.com	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER: 20-5348217	CALIFORNIA BUSINESS LICENSE NUMBER:	
PROPOSER OFFICIAL NAME AND TITLE (PRINT): SEAN O'CONNELL, DIRECTOR OF MARKETING & CLIENT RELATIONS		
SIGNATURE 		DATE <div style="border: 1px solid black; padding: 2px; display: inline-block;">10/16/2017</div>

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

TEAM LEGAL, INC.

FILE NUMBER: C2892228
FORMATION DATE: 08/09/2006
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 22, 2017.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FD58953

FILED

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

MAY-09 2016

This Space for Filing Use Only

1. CORPORATE NAME

TEAM LEGAL, INC.

2. CALIFORNIA CORPORATE NUMBER

C2892228

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
25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

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
DAVID M. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
VINCENT M. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
MICHELLE B. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

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
VINCENT M. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

11. NAME	ADDRESS	CITY	STATE	ZIP CODE
DAVID M. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

12. NAME	ADDRESS	CITY	STATE	ZIP CODE
MICHELLE B. BATZA	25876 THE OLD ROAD, SUITE 314, VALENCIA, CA 91381			

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
VINCENT M. BATZA

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
25530 AVENUE STANFORD, SUITE 208, VALENCIA, CA 91355			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LEGAL SUPPORT SERVICES

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.

05/09/2016	VINCENT M. BATZA	VICE-PRESIDENT	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Monday, February 13, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C2892228 TEAM LEGAL, INC.

Registration Date:	08/09/2008
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	VINCENT M. BATZA 25530 AVENUE STANFORD, SUITE 208 VALENCIA CA 91355
Entity Address:	25878 THE OLD ROAD, SUITE 314 VALENCIA CA 91381
Entity Mailing Address:	25878 THE OLD ROAD, SUITE 314 VALENCIA CA 91381

A Statement of Information is due EVERY year beginning five months before and through the end of August.

Document Type	File Date	PDF
SI-COMPLETE	05/09/2016	
SI-COMPLETE	08/26/2013	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image of a Statement of Information is not available online, for information on ordering a copy of that statement refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search such as a filing that is not a Statement of Information or filings for other types of business entities, or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) [New Search](#) [Back to Search Results](#)

11/6

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

TABLE OF CONTENTS

<u>COVER PAGE & PROPOSERS ORGANIZATIONAL QUESTIONNAIRE/AFFIDAVIT AND SUPPORTING DOCUMENTS</u>	1-6
<u>TABLE OF CONTENTS</u>	7-8
<u>SECTION "A"</u>	
EXECUTIVE SUMMARY	9
SEAN O'CONNELL BIO/CV	10
<u>SECTION "B"</u>	
PROPOSERS QUALIFICATIONS, BACKGROUND & EXPERIENCE – SECTION B.1	11-13
SECTION B.2 – PROPOSERS REFERENCES	14
SECTION B.3 – PUBLIC ENTITY CONTRACTS	15-17
SECTION B.4 – LIST OF TERMINATED CONTRACTS	18
<u>SECTION "C"</u>	
PROPOSERS APPROACH TO PROVIDE REQUIRED WORK	19-20
<u>SECTION "D"</u>	
PROPOSERS QUALITY CONTROL PLAN	21
<u>SECTION "E"</u>	
PROPOSERS GREEN INITIATIVES	22
PROPOSERS ACCEPTANCE OF TERMS AND CONDITIONS IN SAMPLE CONTRACT AND REQUIREMENTS OF THE STATEMENT OF WORK	22

<u>SECTION "F" – BUSINESS PROPOSAL REQUIRED FORMS</u>	<u>23</u>
EXHIBIT 1 – PROPOSERS ORGANIZATIONAL QUESTIONNAIRE, ETC.	24-25
EXHIBIT 2 – PROSPECTIVE CONTRACTOR REFERENCES	26
EXHIBIT 3 – PROSPECTIVE CONTRACTOR LIST OF CONTRACTS	27-29
EXHIBIT 4 – PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS	30
EXHIBIT 5 – CERTIFICATION OF NO CONFLICT OF INTEREST	31
EXHIBIT 6 – FAMILIARITY WITH COUNTY LOBBYIST ORDINANCE	32
EXHIBIT 7 – REQUEST FOR LOCAL SBE PREFERENCE, ETC.	33
EXHIBIT 7.1 – CERTIFIED CA SMALL MICROBUSINESS CERTIFICATE	34
EXHIBIT 8 – PROPOSERS EEO CERTIFICATION	35
EXHIBIT 9 – ATTESTATION RE: GAIN/GROW PARTICIPANTS	36
EXHIBIT 10 – CONTRACTOR EMPLOYEE JURY SERVICES PROGRAM, ETC.	37
EXHIBIT 19 - CHARITABLE CONTRIBUTION CERTIFICATION	38
EXHIBIT 20 – CERTIFICATE OF COMPLIANCE WITH DEFAULT PROPERTY TAX REDUCTION PROGRAM	39
EXHIBIT 21 - ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION	40
EXHIBIT 22 – LIST OF SUBCONTRACTORS	41

COST PROPOSAL – SUBMITTED UNDER SEPARATE SEAL

COVER PAGE FOR COST PROPOSAL FORMAT	1
EXHIBIT 11 – PROPOSED PRICING SCHEDULE	2
EXHIBIT 12 – CERTIFICATION OF INDEPENDENT PRICE DETERMINATION, ETC.	3

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Executive Summary (Section A)

Team Legal, Inc., under its previous name We Win, began operations in 2004. (We were incorporated as Team Legal, Inc. on August 1, 2006.) The vision/mission was to create a full-service litigation support company built on the foundations of providing a superior work product, exceptional customer service and forward-thinking use of state of the art technology to not only benefit day to day operations but for client ease and satisfaction in the most cost-effective manner possible. We have broken sales records each year and are strategically positioned to exceed that goal this year.

Our business focus has and will continue to be to provide quality legal support services, in a cost-effective manner with exceptional customer service to our legal, insurance and public entity clientele. Our downtown Los Angeles office is only blocks from your main office and we have branch offices strategically located throughout Los Angeles County and the State of California to quickly and efficiently handle any work from the Los Angeles County Counsel's main downtown office and all branch offices.

Sean P. O'Connell, the former General Manager and current Director of Marketing & Client Relations of Team Legal, Inc. will lead the Los Angeles County Counsel support team and be the dedicated main point of contact for this RFP. Sean has over 30 years of experience in the legal support industry and has worked in the City and County of Los Angeles for the past seventeen years. See complete bio/CV for Sean attached to this section.

Maria Gilpatrick, the current Records Supervisor of Team Legal, Inc. will monitor the day to day operations of the Subpoena Services contract. Ms. Gilpatrick has proven herself at every level of the Team Legal, Inc. employment ladder, beginning as an assistant in our Government contracts unit and rapidly ascending to her current position of Office Supervisor in three short years. She oversees the day to day operations of our main records retrieval division in our Lancaster, CA office. Maria has a plethora of experience with Subpoena Services and Medical Record/Document Scanning services and is intricately familiar with County Counsel work having previously or currently overseen our Subpoena Services contracts with Los Angeles County Counsel; LACERA (Los Angeles County Employee Retirement Association) records retrieval contract; CA Department of Industrial Relations DOI / MBC records retrieval contract and our private law firm subpoena and record retrieval business. Maria is well versed in California Civil Procedure and trains all new records retrieval and subpoena services employees. She will be the direct operational supervisor of the LACC Subpoena Services contract.

TEAM LEGAL, INC.
LEGAL SUPPORT SERVICES

ENCLOSURE A

25876 THE OLD ROAD, SUITE 314
VALENCIA, CA 91381
(661) 964-0154 Fax: (661) 255-7484
www.teamlegalinc.com

ADDITIONAL OFFICES: LOS ANGELES, SAN DIEGO, OAKLAND, SACRAMENTO, CAMARILLO/VENTURA AND LANCASTER

Biography of Sean P. O'Connell

Sean O'Connell is the former General Manager and current Director of Marketing & Client Relations of Team Legal, Inc., and has been since the company was re-organized in July, 2006. He has overseen the growth of Team Legal, Inc. from the initial office in Lancaster, California to the expansion of additional offices in Valencia, Los Angeles, Costa Mesa, San Francisco, Sacramento and San Diego, California.

Sean began his career in the legal support industry in 1984, beginning as a driver/process server. Over the next 18 years he successfully climbed the management ranks of one of the largest independently owned legal support companies on the West Coast. He was entrusted with the management and start up of every single new department or expansion that the company had during his tenure, including the companies first litigation copy centers and the in house attorney service and facilities management departments with such notable Southern California law firms as Seltzer, Caplan, Wilkins & McMahon; Pillsbury, Madison & Sutro; Duckor, Spradling & Metzger; Neil, Dymont, Perkins, Brown & Frank; Early, Maslach, Price & Baukol, etc.

He was then promoted to Vice President, made a minority owner and re-located to oversee the opening and growth of the Los Angeles basin office and field operations for the company which included Los Angeles, Ventura, San Bernardino & Riverside Counties. Within a year, this office had expanded to over 50 employees and field staff. Sean was made the single point of client relation contact for the company's main Fortune 100 client, Farmers Insurance Exchange. He had begun the next phase of expansion of the company into Northern California before leaving to start his own litigation copying and imaging company located in downtown Los Angeles. He owned and operated Shamrock Legal Copy, LLC from late 2002 until 2006.

During his 30 year career in the legal support industry, Sean has hands on expertise in every facet of legal support work from attorney service (court filing and research, process serving, writs – levies and attachments, etc.), medical records retrieval via authorization or subpoena, large document production scanning and coding services; litigation copying; witness statement and recorded interview transcription services; skip trace and investigations, in house and facilities management services, video deposition services and trial preparation and presentation services.

Outside of his business responsibilities, Sean is an avid member of the Santa Clarita soccer community. He is in charge of the Girls soccer program at Valencia High School; a USSF soccer referee and a huge Manchester United fan. Other interests include golfing, cooking, sailing, and spending time with his two children – Cameron works for UPS after serving as a United States Marine Corporal with two combat tours in Afghanistan, and Haleigh proud wife and mother of his first grandson, Derek Marshall.

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Qualifications of the Proposer (Section B-1)

As previously stated in Section A, Team Legal, Inc. has been in business since 2004 and has ownership and top management with a combined 40+ years of litigation support experience. We have offices strategically located throughout the State of California to provide maximum coverage for our law firm, insurance and government contracts/clients. We are a Los Angeles County based company with three of our offices located in the County in Valencia, Lancaster and Los Angeles.

Team Legal, Inc. has a unique combination of strong, financially sound ownership; experienced "hands on" management; and a passionate and steadfast commitment to the principle of 100% client satisfaction. Team Legal, Inc. has built strong strategic alliances throughout the State of California and across the United States with other elite members of our industry to ensure that the Los Angeles County Counsel's out of area service of process work is completed with the same rigorously high standards as the local Southern California requests.

Team Legal, Inc.'s current clientele range from small to mid size large firms; national insurance companies; and large statewide contracts with various Departments of the State of California. We treat each client request with the same professional approach and passion for perfection, no matter the scope or size of the task.

Team Legal, Inc. is a Certified California Small Business and we pride ourselves in our ability to keep the "hands on" small company feel and relationships with our client's but have the size and experience to meet and exceed the requirements of large government entity clients like the Los Angeles County Children's Support Services Department; LACERA (Los Angeles County Employee Retirement Association); State of California, Department of Corrections; State of California, Department of Transportation; State of California, Department of Industrial Relations, Division of Occupational Safety and Health; and hopefully the Los Angeles County Counsel if chosen as a vendor for this prestigious contract.

Pursuant to the requirements of Sub Section 1.4, Team Legal, Inc. has been in business since 2004 and has been performing Subpoena Services for our clients since that time. Team Legal, Inc.'s General Manager has been employed with the company since 2006 has over 30

years of legal support experience. We have management and staff members who have had continuous employment since that time in addition to new staff members hired within the past four months. Our average employee tenure is approximately 2 years. Team Legal, Inc. has an LA County Corporate Registered Process Server license number 6474 and all of our employees over six months are required to be licensed, registered process servers. Team Legal, Inc. will expand our work force accordingly to manage the needs and requests of the County of Los Angeles, Office of the County Counsel as it relates to this RFP.

Team Legal, Inc. has never, nor any current or former manager or employee, ever received a suspension, revocation, or disciplinary action from any government entity, which would affect our license or ability to perform the services outlined in this RFP.

Section B-2: Please see attached form References as required by the Solicitation. Team Legal, Inc. welcomes and encourages the County of Los Angeles – Office of the County Counsel to contact any of the customers/references to request information on the performance of Team Legal, Inc. We have many more extremely satisfied and quality references as well as a comprehensive list of current and previous government contracts as follows:

- Los Angeles County Counsel. Service of process and medical record subpoena services. (Contract/Agreement number 2012-0000101)
- Los Angeles County Employee Retirement Association. Medical Records and TPA file on site document scanning services. (Contract/Agreement No. LACERA-942013)
- Los Angeles County, Child Support Services Department. Statewide Legal Process Services. (Contract/Agreement in process, begins October 1, 2017)
- Department of Consumer Affairs, Division of Investigation and Medical Board of California. Statewide Records on site scanning and copying. (Contract/Agreement No. REQ0014312)
- County of San Bernardino, Risk Management Department. Statewide scanning and copying of medical records. (Contract/Agreement No. RMD – 15- 001)
- Department of Corrections & Rehabilitation – Office of Legal Affairs for Statewide Legal/Medical Record Retrieval and Duplication Services (Agreement No. C5606347)
- Department of Transportation for trial preparation and presentation services for their four legal offices in San Francisco, Los Angeles, Sacramento and San Diego; (Agreements No. 42B0495; 42B0485 & 42B0484)
- Regal Medical Group – Medical Record retrieval, scanning and processing for multiple annual Medicare and Medicaid Audits throughout Southern California since 2007.
- R. Rex Parris Law Firm. Statewide and Nationwide Service of Process services; Medical Record retrieval services; litigation support services and trial support services since 2006.

- Department of Consumer Affairs, Board of Registered Nursing. Statewide medical records document scanning (Contract/Agreement No. REQ0008897)
- Department of Industrial Relations, Division of Occupational Safety and Health – Legal Unit for Document Scanning; Service of Process; and Court Filing Services for the Los Angeles and Oakland offices. (Contract/Agreement No. 41240015)
- County of Riverside, Department of Children’s Social Services. Legal Process Services for child support division throughout Southern California. (Contract/Agreement No. DCARC-0000045680)
- County of Santa Clara, Department of Child Support Services. Statewide Legal Process Services. (Contract/Agreement No. 2016-0001013)
- Department of Consumer Affairs, Bureau of Real Estate. Statewide Legal Service of Process and Statewide document scanning and imaging services. (Contract/Agreement No. REQ0016212)
- Department of Consumer Affairs, California Board of Accountancy. Statewide Legal Service of Process. (Contract/Agreement No. REQ0014616)
- City of San Jose Police Department. Countywide & Statewide Service of Process (Subpoenas). (Contract/Agreement No. OP 53303)
- County of Placer, Department of Child Support Services. Statewide Legal Process Services. (Contract/Agreement No. BP023010)
- County of Butte, Department of Child Support Services. Statewide Legal Process Services. (Contract/Agreement No. BDCSS01443)

Section B-3: Team Legal, Inc. has no pending litigation or judgments now or in the last five years that would inhibit our ability to perform the services required for the RFP.

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

Contractor's Name: TEAM LEGAL, 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 #	Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.
County of Santa Clara - DCSS	880 Ridder Park Drive, San Jose, CA 95131	Erin Bigelow	(408) 503-5328	(408) 503-5252				
DCSS-	2012 - 2019 (Just was awarded contract again in 2016)						County and Statewide Service of Process	\$160,000 annually
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.
County of Los Angeles - DCSS	5720 South Eastern Avenue, Commerce, CA 90040	Andrea Barnes/Linda Billups	(323) 889-3364	(323) 869-0574				
	2017 - 2019						County and Statewide Service of Process	\$300,000 annually
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.
Regal Medical Group	8510 Balboa Blvd, Northridge, CA 91325	Matthew Ramirez	(818) 637-2000	(818) 290-7514				
	2007 to present						Medical Records retrieval services throughout all of Southern California.	\$175,000 annually
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.
State of CA., Dept of Consumer Affairs - DOJ/AABC	1747 N. Market Blvd #265, Sacramento, CA 95834	Lauren Trefethan	(916) 515-5101	(916) 928-2201				
	2012 to 2017						Statewide Subpoena Services / Medical and Veterinary Records Retrieval	\$75,000 annually
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.
Los Angeles County Employee Retirement Association (LACERA)	300 North Lake Street, 6th Floor Pasadena, CA 91101	Ricki Contreras/Ricardo Salinas	(626) 564-6000	()				
	2013 to 2018						County and Statewide document scanning and records processing	\$175,000 annually

REQUIRED FORMS - EXHIBIT 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: TEAM LEGAL, INC.

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

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Los Angeles County Counsel	500 West Temple Street, 6th Floor Los Angeles, CA 90012	Angela Cho/Sarah Tuong	(213) 787-2424	(213) 617-6780
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
77838	October 2012 to present. Have had two extensions.	Subpoena Preparation & Related Services	~\$15,000 annually	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
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 #
PLEASE SEE ATTACHED LIST				
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	

TEAM LEGAL, INC.

LEGAL SUPPORT SERVICES

ENCLOSURE A

25876 THE OLD ROAD, SUITE 314
VALENCIA, CA 91381
(661) 964-0154 Fax: (661) 255-7484
www.teamlegalinc.com

ADDITIONAL OFFICES: LOS ANGELES, SAN DIEGO, OAKLAND, SACRAMENTO, CAMARILLO/VENTURA AND LANCASTER

GOVERNMENT CONTRACT REFERENCES

Erin Bigelow
County of Santa Clara
Department of Child Support Services
880 Ridder Park Drive
San Jose, CA 95131
(866) 901-3212

Ricki Contreras / Ricardo Salinas
LACERA (Los Angeles County Employee
Retirement Association)
300 North Lake Street, 6th Floor
Pasadena, CA 91101
(626) 564-6000

Marie Abernathy / Teresa Rondilone
County of Riverside
Department of Public Social Services
10281 Kidd Street, 1st Floor
Riverside, CA 92503
(951) 358-6503

Farrah Yang
STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
Division of Investigation/Medical Board of CA
1747 North Market Blvd, Suite 265
Sacramento, CA 95834
Telephone: 916-515-5107

Mary Ann David / Mary Allen
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
CALOSHA Oakland Legal Unit
1515 Clay Street, Suite 1901
Oakland, CA 94612
(510) 286-7348

Paul Stanley
STATE OF CALIFORNIA
DEPARTMENT OF CONSUMER AFFAIRS
Board of Registered Nursing
1747 North Market Blvd, Suite 150
Sacramento, CA 95834
916-322-3350

Gina Enrique
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
CALOSHA Los Angeles Legal Unit
320 West 4th Street, Suite 400
Los Angeles, CA 90013
(213) 576-7700

Jill Siciliano, Esq. / Janice Fowler, Esq.
CALTRANS Los Angeles Legal
100 South Main Street, 13th Floor
Los Angeles, CA 90012
(213) 687-6000

Maria Cordonero
CALTRANS San Francisco Legal
595 Market Street, Suite 1700
San Francisco, CA 94105
(415) 904-5700

Jeff Thompson
County of Placer
Department of Child Support Services
1000 Sunset Blvd, Suite 200
Rocklin, CA 95765
(916) 435-5760

Heidi Skinner, Esq. / Sonia Stepovitch, Esq.
CALTRANS San Diego Legal
4050 Taylor Street
San Diego, CA 92110
(619) 688-2531

Theresa Porter/Melissa Corbin/Lynn Sanders
City of San Jose Police Department/County of Santa Clara District Attorney
201 West Mission Street
San Jose, CA 95110
(408) 535-7048

Mary Wieler
STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Workers Compensation
1515 Clay Street, Suite 1700
Oakland, CA 94612
(510) 286-7100

Deborah Fields / Ariana Tsukamoto
STATE OF CALIFORNIA
DEPARTMENT OF CORRECTIONS
Office of Legal Affairs
10111 Old Placerville Road, Suite 100
Sacramento, CA 95827
(916) 255-4891

Nancy Rice / Eric Broome / Lily Flores
County of San Bernardino
Risk Management Division
222 West Hospitality Lane, 3rd Floor
San Bernardino, CA 92415
(909) 386-8655

REQUIRED FORMS - EXHIBIT 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: TEAM LEGAL, INC.

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

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Not applicable, TEAM LEGAL, INC. has never had a contract terminated.			()	()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A			()	()
Name or Contract No.		Reason for Termination:		

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Approach to Provide Required Work (Section C)

Team Legal, Inc. has reviewed all the requirements in Appendix B – Statement of Work and Appendix C – Statement of Work Exhibits and can meet and exceed all the requirements for this Subpoena Services RFP.

We have specialized in Records Retrieval services since our inception and the success of this department is well documented in the many and diverse scanning clients and contracts that we have procured and retained for many years.

Our largest medical records scanning client is Regal Medical Group and we have been performing their Medi-Cal and CMS patient audits for over 6 years. We annually receive between 35,000 and 42,000 patient charts to retrieve for them each year. We are responsible for this retrieval process from start to finish. We contact the physician's office; coordinate the appointment dates; schedule the scanners; process and QC all the completed scanned patient charts; digitally tab and bookmark; and provide the final PDF/digital versions to the client weekly on CD/DVD.

In addition to Regal, we have a very similar contract to this RFP with LACERA. We scan both medical files and third party administrator (TPA) workers compensation and disability files for them throughout Southern California. Between Regal, LACERA and the other Statewide document scanning contracts listed in our references section, Team Legal, Inc. has the management, staff, experience and trust to perform for and exceed all the subpoena services needs of the Los Angeles County Counsel.

Records retrieval, whether it be by subpoena, authorization or document production is the largest and most experienced department at Team Legal, Inc.

We have a state of the art, highly secured, interactive Records Web Portal that will allow the Los Angeles County Counsel attorneys and staff to submit orders on line; obtain statuses of those orders 24/7; add updates or cancellations; obtain completion e-mail notifications and then securely download completed scanned requests if that is the chosen method and procedure by the LACC management.

If a more standard approach is preferred, we can receive orders from the LACC staff via e-mail; fax or mail as well. We can provide printed versions of the records; CD versions as well; multiple sets to opposing counsel; or double sealed for court delivery. Whatever the request, Team Legal, Inc. can accommodate.

With our large team of field scanning technicians, we can easily accommodate the volumes of requests and the turnaround times anticipated by this solicitation.

During the initial implementation of our services to the County Counsel staff all requests will be sent to and reviewed by the main contract contact, the General Manager of Team Legal, Inc., Sean O'Connell and/or our Records Supervisor, Maria Gilpatrick.

Team Legal, Inc. endeavors to perform every subpoena services request with our own staff, but in certain geographic areas this will not be possible. Team Legal, Inc. has built strong strategic alliances throughout the State of California and across the United States with other elite members of our industry to ensure that the Los Angeles County Counsel offices out of area subpoena services/records retrieval requests work is completed with the same rigorously high standards as the local Southern California requests.

Every subpoena service/records retrieval request, regular or rush, will be monitored daily by the Team Legal, Inc. records supervisor and staff to ensure all documentation, communication with the records providers and coordination with the field scanners is being accomplished timely and efficiently. We will update your staff on these efforts weekly or specifically when requested by them. Team Legal, Inc. uses state of the industry attorney service software that has the added bonus features of allowing the County Counsel staff to have their own secure log in and password to be able to retrieve up to date statuses 24 hours a day, 7 days a week through our records retrieval service web portal.

Once subpoena services are completed, all retrieved documents are reviewed and quality controlled by the records supervisor and staff to ensure records are in good order, declarations of custodian are signed and included and ready for delivery and upload to the requesting LACC staff member.

In the event of issues on services or dissatisfaction of staff, the Records Supervisor and/or Contract Manager will immediately contact the requesting party to try and work out a solution. If this does not remedy the situation, he will bring it to the attention of the contract supervisor and provide all the necessary Contract Discrepancy and/or User Complaint forms to the requesting party.

Team Legal, Inc., and all its management and staff, have a passionate and steadfast commitment to obtain 100% client satisfaction. If you are not happy....we have failed!

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP - AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Quality Control Plan (Section D)

The Team Legal, Inc. quality control plan is simple but very effective:

- Team Legal, Inc. has top qualified individuals to work on every aspect of your contract. Our President, Contract Manager and Records Supervisor share over 40+ years of legal support experience, a law degree and industry specific expertise, both office and field, for subpoena services and records retrieval.
- All new County Counsel requests will be reviewed by a supervisor/manager upon receipt.
- All County Counsel requests are reviewed weekly by the Records Supervisor. We run a daily work in progress (WIP) report from our industry leading attorney service software to accomplish this task.
- All County Counsel requests are updated and statused every single day.
- All issues are immediately brought to the General Managers attention....no bureaucracy!
- All County Counsel subpoena packets are reviewed by the Records Supervisor before sending to requesting staff member for their files and put out into the field for service and records retrieval.
- All County Counsel retrieved records are reviewed and QC'd before being electronically uploaded for access by the requesting LACC staff member through our same industry "Gold Standard" software and web portal.
- Team Legal upper management, contract manager and/or Records Supervisor will analyze monthly work product reports in order to identify and areas of concern or for improvement of services.
- Any discrepancies or dissatisfaction on the part of any County Counsel staff member will illicit immediate contact from the General Manager/contract supervisor for resolution.

Basically, we monitor every order, every day, with daily communication until completed to the County Counsel staff's complete satisfaction.

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
RFP – AS NEEDED SUBPOENA SERVICES

Business Proposal – Team Legal, Inc.

Miscellaneous Sections and Section E.

Section 7.9.10: Proposers Green Initiatives

Team Legal, Inc. currently prints all its reports, proofs of service, declarations of non-service, etc. on recycled paper.

Team Legal, Inc. is in the process of switching over to new vehicles which have a minimum rating of 40 miles per gallon highway.

Team Legal, Inc. will review and implement any specific "green initiatives" that the County of Los Angeles, County Counsel may require as part of this contract.

Section 7.9.11: Terms and Conditions. Acceptance and/or Exceptions (Section E)

Team Legal, Inc. has reviewed Appendix C – Sample Contract and Appendix A – Statement of Work and ACCEPTS all terms, conditions and requirements as stated. **No Exceptions.**

Bid Detail Information

Bid Number : 2017-RFP003
Bid Title : As-Needed Subpoena Services
Bid Type : Service
Department : Office of County Counsel
Commodity : LAW ENFORCEMENT SERVICES (INCLUDING PROCESS SERVER SERVICES)
Open Date : 9/14/2017
Closing Date : 10/17/2017 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 Subpoena Services.

The Office of the County Counsel may award up to two (2) contracts for these services to Proposers whose proposals are rated the highest based on the evaluation criteria in 8.4 Business Proposal Evaluation and Criteria and 8.5 Cost Proposal Evaluation Criteria.

Contractor shall provide Subpoena 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 two (2)-year term, three (3) 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.

The contract is anticipated to commence on April 1, 2018, following Board of Supervisors award.

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 (3) years documented experience, within the last five (5) years, providing Subpoena Services, or services equivalent or similar to the services identified in Appendix A-Statement Of Work.
2. Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing Subpoena Services.
3. Proposer's staff assigned to the County must have at least one year of experience providing Subpoena Services, and other related services.

„X Release of RFP 9/14/2017
 „X Request for a Solicitation Requirements Review Due 9/28/2017
 „X Proposers Conference 10/3/2017
 „X Written Questions Due 10/6/2017
 „X Questions and Answers Released 10/11/2017
 „X Proposals due by 4:30 p.m. (Pacific Time) 10/17/2017

Contact Name : Angela Cho
Contact Phone# : (213) 974-8572
Contact Email : acho@counsel.lacounty.gov
Last Changed On : 9/14/2017 7:38:10 AM

[Back to Last Window](#)

Bid Detail Information

Bid Number : 2017-RFP003
Bid Title : As-Needed Subpoena Services
Bid Type : Service
Department : Office of County Counsel
Commodity : LEGAL SERVICES, ATTORNEYS
Open Date : 9/14/2017
Closing Date : 10/17/2017 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 Subpoena Services.

The Office of the County Counsel may award up to two (2) contracts for these services to Proposers whose proposals are rated the highest based on the evaluation criteria in 8.4 Business Proposal Evaluation and Criteria and 8.5 Cost Proposal Evaluation Criteria.

Contractor shall provide Subpoena 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 two (2)-year term, three (3) 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.

The contract is anticipated to commence on April 1, 2018, following Board of Supervisors award.

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 (3) years documented experience, within the last five (5) years, providing Subpoena Services, or services equivalent or similar to the services identified in Appendix A-Statement Of Work.
2. Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing Subpoena Services.
3. Proposer's staff assigned to the County must have at least one year of experience providing Subpoena Services, and other related services.

Release of RFP 9/14/2017
 Request for a Solicitation Requirements Review Due 9/28/2017
 Proposers Conference 10/3/2017
 Written Questions Due 10/6/2017
 Questions and Answers Released 10/11/2017
 Proposals due by 4:30 p.m. (Pacific Time) 10/17/2017

Contact Name : Angela Cho
Contact Phone# : (213) 974-8572
Contact Email : acho@counsel.lacounty.gov
Last Changed On : 9/14/2017 7:41:07 AM

[Back to Last Window](#)

Bid Detail Information

Bid Number : 2017-RFP003
Bid Title : As-Needed Subpoena Services
Bid Type : Service
Department : Office of County Counsel
Commodity : LEGAL SERVICES INCLUDING DEPOSITIONS AND EXPERT WITNESS TESTIMONY
Open Date : 9/14/2017
Closing Date : 10/17/2017 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 Subpoena Services.

The Office of the County Counsel may award up to two (2) contracts for these services to Proposers whose proposals are rated the highest based on the evaluation criteria in 8.4 Business Proposal Evaluation and Criteria and 8.5 Cost Proposal Evaluation Criteria.

Contractor shall provide Subpoena 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 two (2)-year term, three (3) 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.

The contract is anticipated to commence on April 1, 2018, following Board of Supervisors' award.

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 (3) years documented experience, within the last five (5) years, providing Subpoena Services, or services equivalent or similar to the services identified in Appendix A-Statement Of Work.
2. Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing Subpoena Services.
3. Proposer's staff assigned to the County must have at least one year of experience providing Subpoena Services, and other related services.

Release of RFP 9/14/2017
 Request for a Solicitation Requirements Review Due 9/28/2017
 Proposers' Conference 10/3/2017
 Written Questions Due..... 10/6/2017
 Questions and Answers Released 10/11/2017
 Proposals due by 4:30 p.m. (Pacific Time) 10/17/2017

Contact Name : Angela Cho
Contact Phone# : (213) 974-8572
Contact Email : acho@counsel.lacounty.gov
Last Changed On : 9/14/2017 7:41:47 AM

[Back to Last Window](#)

Bid Detail Information

Bid Number : 2017-RFP003
Bid Title : As-Needed Subpoena Services
Bid Type : Service
Department : Office of County Counsel
Commodity : COURT REPORTING SERVICES
Open Date : 9/14/2017
Closing Date : 10/17/2017 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 Subpoena Services.

The Office of the County Counsel may award up to two (2) contracts for these services to Proposers whose proposals are rated the highest based on the evaluation criteria in 8.4 Business Proposal Evaluation and Criteria and 8.5 Cost Proposal Evaluation Criteria.

Contractor shall provide Subpoena 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 two (2)-year term, three (3) 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.

The contract is anticipated to commence on April 1, 2018, following Board of Supervisors award.

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 (3) years documented experience, within the last five (5) years, providing Subpoena Services, or services equivalent or similar to the services identified in Appendix A-Statement Of Work.
2. Proposer must have an operations supervisor permanently employed with Proposer, with at least three (3) years documented experience in providing Subpoena Services.
3. Proposer's staff assigned to the County must have at least one year of experience providing Subpoena Services, and other related services.

X Release of RFP 9/14/2017
 X Request for a Solicitation Requirements Review Due 9/28/2017
 X Proposers Conference 10/3/2017
 X Written Questions Due 10/6/2017
 X Questions and Answers Released 10/11/2017
 X Proposals due by 4:30 p.m. (Pacific Time) 10/17/2017

Contact Name : Angela Cho
Contact Phone# : (213) 974-8572
Contact Email : acho@counsel.lacounty.gov
Last Changed On : 9/14/2017 7:42:24 AM

[Back to Last Window](#)

