County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 18, 2005

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

Dear Supervisors:

APPROVAL OF AN AGREEMENT FOR MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES WITH TRI-CITY ARCHIVES, INC. (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached agreement with Tri-City Archives, Inc., to provide medical records storage and retrieval management services for a term of three (3) years, with options to extend for two (2) one-year optional periods, and thereafter for another six months in any increment, effective upon Board approval.

2. Authorize the Sheriff to execute applicable documents when the original contracting entity has merged, been purchased, or has otherwise changed; and to modify the agreement within the conditions specified in the agreement, including authority to exercise the extension provisions, if, at the Sheriff's discretion, such extensions would be in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enable the Sheriff's Department to store and retrieve medical records, files, and x-ray films to comply with the California Code of Regulations, Title 22, and Federal Law 42 CFR 482.24(b) (1).

Implementation of Strategic Plan Goals

The recommended services support the County's Strategic Goal No. 1, Service Excellence and Goal No. 4, Fiscal Responsibility, by allowing Medical Services Bureau to maintain easy access to medical records, files, and x-ray films, and to retain these records as mandated by the California Code of Regulation, Title 22, for the required seven years retention period. It will also maximize its financial and physical resource, allowing the Sheriff's Department to fulfill its legally mandated responsibility to the inmates and the public.

FISCAL IMPACT/FINANCING

The Sheriff's Department has identified funding in the amount of $65,000 in Fiscal Year 2004-05 operating budget. The Department will continue to allocate the funds required to continue these services throughout the duration of this agreement.

The total amount paid under this agreement will depend on the services needed by the Sheriff's Department. The charges are based on service unit price. The service unit price will remain constant throughout the duration of this agreement. The estimated maximum annual agreement cost will not exceed the fiscal year operating budget amount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Sheriff's Department's Medical Services Bureau provides medical care for over 12,000 inmates and creates an average of 6,000 medical charts monthly, including x-rays if needed. California Code of Regulations, Title 22, Sections 51476, 70751 and 71551 mandate the safe maintenance and storage of patient medical records and x-ray films for seven (7) years after discharge of the patient and in the case of unemancipated minors, at least one (1) year after the minor reaches 18 years of age, but in any event, no less than seven (7) years. The medical records and x-ray films must be easily accessible and available within a 24-hour notice for use by Medical Services' staff or in response to a subpoena. Federal Law 42 CFR 482.24(b) (1) requires retention of medical records for Medicare and Medi-Cal beneficiaries for at least five (5) years. Due to the lack of space in the Correctional Services Division, medical records and x-ray films must be stored in an outside storage facility.

Off-site medical records and x-ray films storage and retrieval services include, but are not limited to, receiving, packing, transporting, inventory, filing, storing, retrieving, and destroying at County's request, such medical records and x-ray films.

The term of this agreement with Tri-City Archives, Inc., commences on the date the agreement is authorized by your Board.

The terms and conditions of this agreement have been approved as to form by County Counsel.

The vendor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Services and Surrendered Baby Law.

This is not a Proposition A Agreement, therefore, the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended agreement.

CONTRACTING PROCESS

The Sheriff's Department secured a purchase order through Internal Services Department for medical records storage and retrieval management services. In order to continue this service before the delegated authorized amount reached its limit, an Invitation for Bids (IFB) solicitation was released for the purpose of obtaining a Board approved agreement for the services.

The Sheriff's Department issued an IFB for the provision of medical records storage and retrieval management services. The IFB was mailed to ten (10) vendors. In addition, the solicitation was posted on the Los Angeles County Web site. On the closing of the bid deadline, the Sheriff's Department received six (6) bids. The Evaluation Committee reviewed the bids and determined that Tri-City Archives, Inc., was the responsive and responsible lowest bidder. All bidders were notified of the results of this solicitation.

The contractor was selected without regard to gender, race, creed, or color for the award of the agreement.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Sheriff's operations and services.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Sheriff's Department, Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TRI-CITY ARCHIVES, INC.

FOR

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	3
3.0	WORK	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ADMINISTRATION OF CONTRACT- COUNTY	7
6.1	COUNTY'S PROJECT DIRECTOR	7
6.2	COUNTY'S PROJECT MANAGER	8
6.3	COUNTY'S CONTRACT PROJECT MONITOR	8
7.0	ADMINISTRATION OF CONTRACT - CONTRACTOR	9
7.1	CONTRACTOR'S PROJECT MANAGER	9
7.2	APPROVAL OF CONTRACTOR'S STAFF	9
7.3	CONTRACTOR STAFF IDENTIFICATION	9
7.4	BACKGROUND & SECURITY INVESTIGATIONS	10
7.5	CONFIDENTIALITY	11
8.0	STANDARD TERMS AND CONDITIONS	
8.1	ASSIGNMENT AND DELEGATION	12
8.2	AUTHORIZATION WARRANTY	12
8.3	BUDGET REDUCTIONS	13
8.4	CHANGE NOTICES AND AMENDMENTS	13
8.5	COMPLAINTS	14
8.6	COMPLIANCE WITH APPLICABLE LAW	15
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	15
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	16
8.9	CONFLICT OF INTEREST	18
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	19
8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITTMENT TO CHILD SUPPORT ENFORCEMENT	22
8.14	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	22
8.15	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	23
8.16	COUNTY'S QUALITY ASSURANCE PLAN	24
8.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	24
8.18	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.19	FACSIMILE REPRESENTATIONS	25
8.20	FAIR LABOR STANDARDS	26
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.22	INDEPENDENT CONTRACTOR STATUS	26
8.23	INDEMNIFICATION	28
8.24	GENERAL INSURANCE REQUIREMENTS	28
8.25	INSURANCE COVERAGE REQUIREMENTS	31
8.26	LIQUIDATED DAMAGES	32
8.27	MOST FAVORED PUBLIC ENTITY	34
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION	34
8.29	NON EXCLUSIVITY	36
8.30	NOTICE OF DELAYS	36
8.31	DISPUTE RESOLUTION PROCEDURE	37
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	40
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	40
8.34	NOTICES	40
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	41
8.36	PUBLIC RECORDS ACT	41
8.37	PUBLICITY	42
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	43
8.39	RECYCLED BOND PAPER	45

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.40	SUBCONTRACTING	45
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	47
8.42	TERMINATION FOR CONVENIENCE	47
8.43	TERMINATION FOR DEFAULT	48
8.44	TERMINATION FOR IMPROPER CONSIDERATION	51
8.45	TERMINATION FOR INSOLVENCY	52
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	52
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS	53
8.48	VALIDITY	53
8.49	WAIVER	53
8.50	WARRANTY AGAINST CONTINGENT FEES	54
9.0	CONTRACTOR'S OBLIGATIONS UNDER HIPAA	54
10.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	63
SIGNATURES		66
EXHIBITS		
A	STATEMENT OF WORK	1
B	PRICING SCHEDULE	2
C	CONTRACTOR'S EEO CERTIFICATION	3
D	CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT	6
E	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT	8

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TRI-CITY ARCHIVES, INC.
FOR
MEDICAL RECORDS STORAGE AND RETRIEVAL
MANAGEMENT SERVICES

This Contract is made and entered into as of the date approved by the County Board of Supervisors by and between the County of Los Angeles, hereinafter referred to as County and Tri-City Archives, Inc., a California Corporation, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County may contract with private businesses for Medical Records Storage and Retrieval Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Medical Records Storage and Retrieval Management Services; and

WHEREAS, this Contract is therefore authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Sheriff of Los Angeles County to administer this Contract; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, and E are attached to this base document 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 document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document 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 EEO Certification

1.4 EXHIBIT D - Contractor Employee Acknowledgement and Confidentiality Agreement

1.5 EXHIBIT E - Contractor Non-Employee Acknowledge and Confidentiality Agreement

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments.

2.0 DEFINITIONS

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

2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspection of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 **Day(s):** Calendar day(s) unless otherwise specified.

2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.8 **Sheriff:** Sheriff of Los Angeles County.

2.9 **Statement of Work:** The written description of tasks and/or deliverables desired by the County as stated in Exhibit A, Statement of Work.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The Sheriff shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and thereafter, an additional six (6) months in any increment, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Sheriff.

4.3 Contractor shall notify the Sheriff's Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Sheriff's Department at the address herein provided in Section 6.0, Administration of Contract – County.

5.0 CONTRACT SUM

5.1 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 in Exhibit B (Pricing Schedule). Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or termination of this Contract. Should 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 Contractor. This provision shall survive the expiration or termination of this Contract.

5.4 **Invoices and Payments:**

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

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.

5.4.3 The Contractor's invoices shall contain the following information:

5.4.3.1 Period of performance for work being invoiced

5.4.3.2 Sheriff's Contract Number

5.4.3.3 A brief description of the services for which payment is claimed and the individual amount being billed for deliverables, goods, services and work hours claimed.

5.4.3.4 The total amount of the invoice

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

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

Los Angeles County Sheriff's Department
Central Jail Medical Services Bureau
Ms. Maria Poropat, Project Manager
441 Bauchet Street
Los Angeles, California 90012

5.4.6 **County Approval of Invoices:**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and absent extraordinary circumstances such approval should not take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director for this Contract shall be:

Captain Rodney Penner
Central Jail Medical Services Bureau
441 Bauchet Street
Los Angeles, California 90012

The County's Project Director shall be responsible for the following:

- Ensuring that the objectives of this Contract are met;

- Initiate and approve Change Notices that do not affect the scope, term contract sum or payment in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- Provide direction to Contractor in the areas relating to County policy and procedural requirements.

6.2 County's Project Manager for this Agreement shall be:

Marie Poropat, Project Manager
Central Jail Medical Services Bureau
441 Bauchet Street
Los Angeles, California 90012

The County's Project Manager shall be responsible for the following:

- Monitoring the Contractor's performance in the daily operation of the Contract;
- Meeting with Contractor's Project Manager on a regular basis;
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Review and approve invoices.

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

6.3 County's Contract Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager and/or Director.

7.1 Contractor's Project Manager for this Contract shall be:

Ms. Khalida Samad
7822 Industry Avenue
Pico Rivera, California 90660
(562) 222-2210
Pager

The Contractor's Project Manager shall be responsible for the following:

- The day-to-day activities as related to this Contract
- Attend scheduled quarterly meetings
- Provide a telephone and/or pager number where he/she may be reached on a twenty-four (24) hour per day basis

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a Contractor's Staff Photo Identification Badge (badge) in accordance with County specifications. Specifications may change at the discretion of the County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge.

Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to

Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

The Contractor shall maintain the confidentiality of all medical records, files and x-rays obtained from the Sheriff's Department under this Contract in accordance with all applicable Federal, State or Local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D.

The Contractor shall have each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Sheriff's Department and the written concurrence of the office of the County Counsel. Any unapproved assignment or delegation shall be null and void. Any payments by the Sheriff's Department to any approved delegate or assignee on any claim under this Contract shall be deductible, at Sheriff's Department's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Sheriff's Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of the Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.

8.4.3 The County's Board of Supervisors or Chief Administrative 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 Administrative Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff.

8.4.4 The Sheriff, may at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
Within 30 business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

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

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or

national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - 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.

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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.

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 not to exceed three (3) years, 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

If there is evidence that the Contractor may be subject to debarment, the Sheriff's 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.

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 Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The

Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.15.2 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 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 or

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

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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.

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.

8.19 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 Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communication facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and 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.

8.20 FAIR LABOR STANDARDS

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

8.21 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 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D. The Contractor shall have each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit E.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, 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, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Betty Jackson, Contract Analyst
Los Angeles County Sheriff's Department
Contracts Unit – Fiscal Administration
4700 Ramona Boulevard
Monterey Park, California 91754

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;

- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 **Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the

County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property.
- This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 **Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 **Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1

million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include . Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Sheriff, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff at his 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. 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 Sheriff's Department, in a written notice, describing the reasons for said action.

8.26.2 If the Sheriff determines that there are deficiencies in the performance of this Contract that the Sheriff deems are correctable by the Contractor over a certain time span, the Sheriff's Department 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 Sheriff 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 and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as an 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 Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - 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, or 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 Sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 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 Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party

shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 DISPUTE RESOLUTION PROCEDURE

8.31.1 General - Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Contract. All such disputes shall be subject to the provisions of this Paragraph 8.31 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

8.31.2 Continued Work - Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such dispute.

8.31.3 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

8.31.4 If County fails to continue without delay to perform its responsibilities under the Contract which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

8.31.5 Dispute Resolution Procedures - In the event of any dispute between the parties with respect to the Contract, Contractor and County shall submit the matter as follows:

8.31.5.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

8.31.5.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

8.31.5.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed

five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.

8.31.5.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Contract and its rights and remedies as provided by law.

8.31.6 Documentation of Dispute Resolution Procedures - All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31.7 Notwithstanding any other provision of this Contract, County's right to terminate this Contract pursuant to Paragraph 8.42 (Termination for Convenience), Paragraph 8.43 (Termination for Default), Paragraph 8.44 (Termination for Improper Consideration), Paragraph 8.45

(Termination for Insolvency), or any other termination provision hereunder, and County's right to seek injunctive relief, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail,

postage prepaid, addressed to the parties as identified in Section 6.0 Administration of Contract.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-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 Invitation for Bid (IFB) 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.

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

8.37 PUBLICITY

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 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 may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's

maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were 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's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Betty Jackson, Contract Analyst
Los Angeles County Sheriff's Department
Contracts Unit – Fiscal Administration
4700 Ramona Boulevard
Monterey Park, California 91754

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment, 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 Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as though work is not being 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 Sub-paragraph 8.38, Record Retention & 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's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or any obligations of this Contract, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

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

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the

provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 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 Sub-paragraph 8.42 - Termination for Convenience.

8.43.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this

Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 - Indemnification.

8.43.6 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a

waiver thereof. The rights and remedies set forth in this Sub-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.

9.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy

Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree as follows:

9.1 DEFINITIONS

9.1.1 "Agreement" means this Paragraph 9.0 (Contractor's Obligations Under Health Insurance Portability & Accountability Act (HIPAA), inclusively.

9.1.1 "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 Contractor's internal operations, or to other than its employees.

9.1.2 "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).

9.1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. 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 received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

9.1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

9.1.5 "Services" has the same meaning as in this Agreement.

9.1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

9.1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

9.2 OBLIGATIONS OF CONTRACTOR

9.2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

(a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7,9.2.8, 9.4.3 and 9.5.2.

(b) Shall Disclose Protected Health Information to County upon request;

(c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

9.2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the

minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

9.2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

9.2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

9.2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its

internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

9.2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

9.2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.

9.2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Section 9.2.8 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. For each Disclosure that could require an accounting under this Section 9.2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Section 9.2.8 to permit County 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 OBLIGATION OF COUNTY

9.3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's

performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

9.4 TERM AND TERMINATION

9.4.1 Term. Contractor's obligations under Sections 9.2.1 (as modified by Section 9.4.2), 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, 9.2.8, 9.4.3 and 9.5.2 shall survive the termination or expiration of this Agreement.

9.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

(a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

9.4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all

Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

9.5 MISCELLANEOUS

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

9.5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

9.5.3 Relationship to Contract Provisions. In the event that a provision of this Agreement is contrary to any other provision of the Contract, the provision of this Agreement shall control.

9.5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

9.5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

9.5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

10.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

10.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit,

report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

10.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

10.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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.

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By_____

CONTRACTOR: TRI-CITY ARCHIVES, INC.

By _____
Name

VICE PRESIDENT & PRESIDENT
Title

01/03/2005
Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By Gary Gross
Principal Deputy County Counsel

Date 12/30/04

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	SPECIFIC WORK REQUIREMENTS	1
3.0	DESTRUCTION OF MEDICAL RECORDS, FILES AND X-RAYS	4
4.0	PERMANENT REMOVAL OF RECORDS, FILES AND X-RAYS	5
5.0	CONTINGENCY PLAN FOR WORK STOPPAGE	5
6.0	MONTHLY MANAGEMENT REPORT	6
7.0	YEARLY INVENTORY REPORT	6
8.0	COUNTY OBSERVATIONS	6
9.0	PERSONNEL	6
10.0	TRANSFER OF STORED RECORDS, FILES AND X-RAYS	7
11.0	TRAINING	7
12.0	CONTRACTOR'S OFFICE	7
13.0	HOURS/DAYS OF WORK	8
14.0	SECURITY AND CONTROL PROCEDURES	8
15.0	DISASTER RECOVERY PLAN	9

EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 Scope of Work

The Sheriff's Department's Medical Services Unit requires the service of an independent CONTRACTOR to provide medical records storage, retrieval and management services. All medical records, files and x-rays shall be picked up from and delivered to the Men's Central Jail Dock, 441 Bauchet Street, Los Angeles, CA 90012 and/or Twin Towers II Correctional Facility Dock, 450 Bauchet Street, Los Angeles, CA 90012. The Vendor shall request the officer at the dock to notify Medical Services Unit of their arrival. Medical Services Unit will sign for the documents at the time of pick-up and/or delivery. Medical records, files and x-rays shall also be picked up from Pitchess Honor Rancho East Facility, 29310 The Old Road, Saugus, CA 91350. The CONTRACTOR shall provide all personnel and labor, space and facilities, telephone services, utilities, equipment, vehicles, services, supplies and forms necessary to maintain control and accountability in providing the medical records, retrieval and management services specified in this Statement of Work, Appendix B.

2.0 Specific Work Requirements

2.1 Receiving, Inventorying, Filing and Re-Filing of Records, Files and X- Rays

2.1.1 Upon receipt of medical records, files and x-rays, CONTRACTOR shall check the accompanying transmittal form and verify that medical records, files and x-rays listed have in fact been received by CONTRACTOR.

2.1.2 Records, files and x-rays, received by CONTRACTOR, which are not accurately described on the transmittal form, shall be returned to the sending office with appropriate notation and

without charge to County. Notations shall also indicate if records described on the transmittal were not received.

2.1.3 CONTRACTOR shall update the inventory system with information regarding returned or new files received.

2.1.4 CONTRACTOR shall store Sheriff's Medical Services Unit's records, files and x-rays together in the area designated for Sheriff's Medical Services Unit's medical records, files and x-rays. Sheriff's Medical Services Unit's medical records, files and x-rays shall be segregated, as specified herein, and stored separately from other client records, including other Los Angeles County Sheriff's offices/units.

2.1.5 CONTRACTOR shall inventory all new incoming records, files and x-rays within twenty-four (24) hours from the time of receipt.

2.1.6 CONTRACTOR shall file new records, files and x-rays and re-file returned records, files and x-rays within twenty-four hours from the time they are inventoried.

2.1.7 Should it become necessary for COUNTY or another CONTRACTOR to assume the function of storing and retrieving Sheriff's Medical Services Unit's medical records, files and x-rays, the method of storage shall remain intact making it possible to assume this function at the time the contract is terminated.

2.1.8 CONTRACTOR must have a locked file system for the storage of high profile/sensitive medical records, files and x-rays and shall remain segregated with the Sheriff's Medical Services Unit's records, files and x-rays.

2.2 Retrieval of Medical Records, Files and X-Rays

CONTRACTOR is responsible for the retrieval of requested files and records within 24 hours, half day, or three-hour rush from the time of receipt. CONTRACTOR shall prepare files (packing and addressing) and schedule delivery by a CONTRACTOR employee, within 24 hours or three-hour rush from the time of receipt. The County's Project Manager or designee will sign for requested files upon delivery.

CONTRACTOR shall update Inventory System to show the status of a file or record, the name of the person who requested it, the date of request, identifying the request as regular or emergent, and the date the file was sent for delivery. The County's Project Manager or designee shall indicate, in the request to CONTRACTOR, whether a file or record is being borrowed or withdrawn. In the event no such designation is made, CONTRACTOR shall inquire as to the status of that file or record.

2.2.1 Regular Requests

The CONTRACTOR shall retrieve and prepare files and records as requested by the County's Project Manager or designee and schedule deliveries on demand within twenty-four (24) hours, half-day or three-hour rush within the normal course of business and schedule pick up upon request by the County's Project Manager or designee.

2.2.2 Emergency Requests

The County's Project Manager will be requesting emergency retrieval of records, files and x-rays. Emergency requests shall be made by telephone or fax by the County's Project Manager or designee. CONTRACTOR shall, upon receipt of emergency requests, arrange a time for same-day pick-up and delivery of medical records, files and x-rays as requested by the County's Project Manager or designee.

2.2.3 Release of Records, Files and/or X-Rays

Except for the retrieval of records, files and x-rays, as provided herein, or as otherwise expressly authorized by County's Project Manager, or pursuant to a valid court order, CONTRACTOR shall not release a record, file, x-ray or any part thereof, to anyone. If CONTRACTOR should be asked to accept a subpoena for a closed medical record, file, or x-ray, he shall notify that server of the subpoena that the Custodian of Medical Records is located at Men's Central Jail, 441 Bauchet Street, Los Angeles, California 90012, and that the subpoena should appropriately be served at that address.

3.0 Destruction of Medical Records, Files and X-Rays

The Sheriff's Department's Medical Services Unit will furnish the CONTRACTOR with a list of the year closing, of records, files and x-rays, and/or boxes containing medical records, x-rays and files (boxes) scheduled for destruction. The CONTRACTOR may be required to destroy certain files and/or records on-site at any of the following locations of the Sheriff's Department Medical Services Unit:

Men's Central Jail
441 Bauchet Street
Los Angeles, California 90012

Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, California 90012

Mira Loma Facility
45100 North 60th Street West
Lancaster, California 93536

Pitchess Honor Rancho East Facility
29310 The Old Road
Saugus, California 91350

The CONTRACTOR shall coordinate the logistics of the destruction with the County Project Manager. Upon completion of destruction, a "Certificate of Destruction" is to be provided to the County's Project Manager, identifying files destroyed and certifying that files have been destroyed to the satisfaction of the requestor. In no event shall CONTRACTOR or any of his agents destroy, or cause to be destroyed, any case records without written approval by the County's Project Manager, or designee.

4.0 Permanent Removal of Medical Records, Files and/or X-Rays

Upon request of Sheriff's Medical Services Unit's authorized staff, CONTRACTOR shall locate and pull medical records, files, x-rays, and/or boxes that contain records, files and x-rays, from storage at the CONTRACTOR's facility and update the Inventory System to show that such files have been removed and made available to COUNTY.

4.1 CONTRACTOR shall prepare such files and deliver to the County, as indicated in the removal request.

4.2 NO DELETION OF INFORMATION WILL BE MADE FROM CONTRACTOR'S INVENTORY SYSTEM IN CONNECTION WITH PERMANENT REMOVAL OF FILES

5.0 Contingency Plan for Work Stoppage

In the event of any work stoppage caused by any labor dispute, CONTRACTOR will continue all phases of the storage and retrieval services specified herein. CONTRACTOR shall submit to the County's Project Manager, in writing, a plan to continue services in the event that there is such a work stoppage.

6.0 Monthly Management Report

CONTRACTOR shall provide a monthly report, to the County's Project Manager and Medical Services Materials Management Unit Manager, 450 Bauchet Street, Los Angeles, California 90012, that includes the monthly workload statistics for Sheriff's Department's Medical Services Unit's medical records, files and x-rays. These statistics shall include, but shall not be limited to, dates of requests and name of requestor, regular retrievals, emergent retrievals, new files, re-files, number of boxes, medical records, files and x-rays in storage for the month. CONTRACTOR shall submit this report to the County's Project Manager on the 15th of each month for activity of the previous month, at no additional cost. The report shall be legible with a type font no smaller than 10.

7.0 Yearly Inventory Report

CONTRACTOR shall provide a yearly inventory report to the Project Manager and Medical Services Materials Management Unit Manager, 450 Bauchet Street, Los Angeles, California 90012, on the 15th of January for the prior year. These statistics shall include, but shall not be limited to regular retrievals, emergent retrievals, new files, re-files, number of boxes, records, files and x-rays in storage for the year. The report shall be legible with a type font no smaller than 10.

8.0 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.

9.0 Personnel

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.

10.0 Transfer of Records, Files and X-Rays

If necessary, the CONTRACTOR shall be responsible for transferring all medical records, files, x-rays and boxes that are stored at the current vendor's facility to its new facility at no cost to the County. The current facility is located at 12958 Midway Place, Cerritos, CA 90703. There are approximately 19,198 standard boxes of medical records/files and 891boxes of x-rays currently stored.

11.0 Training

11.1 CONTRACTOR shall provide training programs for its full-time, part-time and back-up employees who are involved in servicing the Sheriff's Department's Medical Services Unit's contract. Such employees shall be trained in all aspects of document retrieval and handling, including proper equipment maintenance and work safety. CONTRACTOR shall train such employees on the procedures for handling Sheriff's Department's Medical Services Unit's records, files and x-rays.

11.2 CONTRACTOR shall cross-train existing employees to serve as backup to those servicing the Sheriff's Medical Services Unit's contract. CONTRACTOR shall maintain and provide at least three (3) cross-trained and experienced employees who shall be re-assigned to service the Sheriff's Medical Services Unit's contract.

12.0 Contractor's Office

CONTRACTOR shall maintain a local office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries 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 two (2) hours of receipt of the call.

13.0 Hours/Day of Work

CONTRACTOR shall provide records storage, retrieval and management services 24 hours a day, seven (7) days per week. Services will normally be required Monday through Friday, 8:00 am until 5:00 pm. Under normal circumstances, services are not required on weekends and holidays. However, the CONTRACTOR may be required to provide services on weekends and holidays under emergency circumstances as described in sub-paragraph 2.2.2, Emergency Requests, of this Appendix B, Statement of Work.

14.0 Security and Control Procedures

CONTRACTOR shall develop the following procedures for the purpose of providing optimum security and control while maintaining Sheriff's Medical Services Unit's medical records, files and x-rays. CONTRACTOR and its staff shall follow these procedures at all times for the duration of this contract.

14.1 CONTRACTOR shall maintain all Sheriff's Medical Services Unit's records, files and x-rays in a separate area of the storage facility.

14.2 CONTRACTOR shall utilize updated inventory reports to perform quality checks on files locations, accuracy of the inventory, and to monitor the processing of Sheriff's Medical Services Unit's records, files and x-rays requests to ensure a timely response. CONTRACTOR's Project Manager shall perform such quality checks on a daily and weekly basis.

14.3 CONTRACTOR's facility shall be equipped with intrusion alarms, surveillance cameras, auto-shut steel doors and an automatic water sprinkler system. CONTRACTOR shall maintain such equipment and ensure that the auto-shut steel door and water sprinkler system meets Los Angeles County Fire Department codes.

14.4 CONTRACTOR shall provide the COUNTY Project Manager with the pager numbers to CONTRACTOR's Project Manager and other key employees for 24-hour access.

14.5 CONTRACTOR shall maintain any material handling equipment used in servicing the Sheriff's contract, including, but not limited to racks, shelves, and pallet jacks. CONTRACTOR shall maintain such equipment in accordance with manufacturers' maintenance recommendations and any laws or codes pertaining to such maintenance.

14.6 CONTRACTOR shall provide the COUNTY's Project Manager with updates of contact names and numbers when necessary.

15.0 Disaster Recovery Plan

CONTRACTOR shall develop the following plan for the purpose of maintaining optimum levels of service, security and control in the event of a disaster, natural or otherwise. CONTRACTOR and their staff shall follow these procedures should a disaster occur during the term of this Contract.

15.1 CONTRACTOR shall immediately contact their electrical power supplier in case of a power failure. CONTRACTOR shall maintain dual battery backup for its computers allowing uninterrupted service during a power failure.

15.2 CONTRACTOR shall back-up its computer system on a daily basis maintain back-up disks, on a daily basis, at an off-site location. CONTRACTOR shall maintain and generate, on a daily basis, a report listing all daily requests and documents activity.

15.3 CONTRACTOR's Project Manager shall be responsible for securing the Sheriff's Medical Services Unit's records, files, and x-rays. CONTRACTOR's Project Manager shall notify the COUNTY's Project Manager of an emergency and shall advise as to the status

and condition of Sheriff's Medical Services Unit's records, files and x-rays immediately.

15.4 CONTRACTOR's Project Manager shall be responsible for notifying COUNTY's Project Manager of any plans to re-locate any Sheriff's Medical Services Unit's records, files and x-rays. Upon receiving approval from COUNTY's Project Manager, CONTRACTOR's Project Manager shall coordinate and schedule such a re-location to the designated back-up facility or any other facility agreed upon.

15.5 CONTRACTOR's Project Manager shall be responsible for disaster emergencies during normal business hours, Monday through Friday. CONTRACTOR shall provide Security Personnel to be responsible for disaster emergencies during non-normal business hours, Monday through Friday and 24-hours a day on Saturday and Sunday.

15.6 CONTRACTOR's Project Manager shall work closely with COUNTY Project Manager to assist the Sheriff's Department should the disaster emergency impact the Sheriff's Department's operation.

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

EXHIBIT B

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

SERVICE	PRICE	UNIT
New Storage Receiving and Entry	$0.75	Per Cubic Feet
Storage (regular)	$0.12	Per Cubic Feet
Re-file (files)	$1.60	Per Cubic Feet
Re-file (carton)	$1.60	Per Carton
Retrieval (files)	$1.60	Per Cubic Feet
Retrieval (carton)	$1.60	Per Carton
Retrieval Rush (files)	$1.60	Per Cubic Feet
Retrieval Rush (carton)	$1.60	Per Carton
Transporation Handling (boxes)	$1.00	Per Box
Trip Charge - Pick-up	$10.00	Per Trip
Trip Charge - Half Day Delivery	$15.00	Per Trip
Trip Charge - Rush Delivery	$20.00	Per Trip
Destruction (boxes)	$1.00	Per Box
On-Site Destruction (boxes)	$1.50	Per Box
Computer Search/on line	N/A	Each Search
Computer list of Destruction	N/A	Each
Afterhour Retrieval/Delivery	$20.00	Each
Standard Box (Sale) 15"L x12"Wx10"H	$1.00	Each Box
X-Ray Box (Sale) 15"L x6.25"Wx20H	$2.00	Each Box
X-Ray Carton (Sale)	$3.00	Each Box
Environmental Bottom Carton (Sale)	$1.00	Each Carton

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACT FOR

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

_____
CONTRACTOR NAME

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

EXHIBIT E

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACT FOR
MEDICAL RECORDS STORAGE AND RETRIEVAL MANAGEMENT SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

_____
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____