

# Information Systems Advisory Body

## County of Los Angeles



**CHAIRMAN**  
**Michael P. Judge**  
Public Defender

March 8, 2005

**CHAIR PRO TEM**  
**John Ruegg**  
Director, ISAB

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

**ISAB**

**John Ruegg**  
Director  
(562) 403-6501

Dear Supervisors:

**Felix Basadre**  
Assistant Director  
(562) 403-6505

### **CONTRACT WITH EISTREAM, INC., FOR DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES (ALL DISTRICTS) (3-VOTES)**

**Noble B. Kenamer, Jr.**  
Marketing Director  
(562) 403-6650

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

**Marcus Leon**  
Director, Project Development  
(562) 403-6527

12750 Center Court Drive  
Suite 500  
Cerritos, CA 90703  
(562) 809-3049 - Fax

1. Approve and instruct the Chairman to sign the attached contract between the County of Los Angeles and eiStream, Inc., for document imaging and microfilm conversion services for a period of three (3) years at a maximum cost of \$7.4 million with an additional two (1) year option periods at \$2.5 million each.
2. Delegate authority to the Director of the Information Systems Advisory Body (ISAB) to increase the maximum contract amount by up to 10 percent to accommodate increases in the volume of services required.

#### **MEMBERS**

**Lee Baca**  
Sheriff

**John Clarke**  
Executive Officer/Clerk  
L.A. Superior Court

**Steve Cooley**  
District Attorney

**Janice Fukai**  
Alternate Public Defender

**David E. Janssen**  
Chief Administrative Officer

**Michael P. Judge**  
Public Defender

**Richard Shumsky**  
Chief Probation Officer

**Lawrence Lewis**  
President, Police Chiefs' Association

**Dr. Lakshmanan Sathyavagiswaran**  
Chief Medical/Coroner  
Department of the Coroner

**Jon Fullinwider**  
Chief Information Officer

**Dave Lambertson**  
Interim Director, Internal Services Dept.

**William J. Bratton**  
Chief of Police, City of Los Angeles

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of the recommended contract is to provide document imaging, scanning, and conversion of microfilm and paper documents for electronic storage by the Sheriff, District Attorney, and Probation Departments.

Each department has a significant need to convert case files, booking and incident documents into electronic format. It is anticipated that over the course of this proposed three-year contract, approximately 110 million documents will be imaged.

The Sheriff's Department maintains various booking and incident reports originating from the stations and custodial facilities in hard copy and until 2001, stored these documents on microfilm or microfiche. Since then, the records are being stored electronically to allow for the automated retrieval of the information. The Sheriff's current contract for document imaging of these records expires February 13, 2005.

The District Attorney's Office is required to maintain misdemeanor case files for five years, felony case files for 25 years and life-term case files indefinitely. The documents contained in the case files are in hard copy format kept at various locations throughout the County.

The Probation Department is required to maintain probation, pretrial investigation, and supervision case files and related documents that may include arrest reports, court orders and reports, assessment records, probationer reporting documents, financial collection and payment files, photographs, handwritten and machine printed documents, which must be kept for a period of time based on the document type and source. Storage of these records is currently kept at various Probation property and supply facilities. Onsite retrieval of archived documents is accomplished with microfilm images.

Archive volume and equipment failure, as well as improving technology, require implementation of an electronic document management system for these criminal justice agencies. The District Attorney and Probation Department currently maintain large warehouses for the storage of paper case files. It is anticipated that electronic imaging will allow retention schedules to be better coordinated and allow for destruction of paper documents after imaging resulting in the need for less warehouse space.

### **Implementation of Strategic Plan Goals**

The public/private partnership between the County of Los Angeles and eiStream Inc., supports Strategic Plan Goals No. 1, Service Excellence, Goal No. 2, Workforce Excellence, Goal No. 3 Organizational Effectiveness, and No. 4, Fiscal Responsibility by providing responsive, efficient and high quality public service through teamwork and collaboration.

### **FISCAL IMPACT/FINANCING:**

The proposed contract with eiStream Inc., provides for document imaging and microfilm conversion services in the amount of \$7.4 million with the option to renew two additional years at \$5 million. Total contract costs including option years will not exceed \$12.4 million. Funding for this agreement will be provided by each agency from current budget allocations with ongoing year costs budgeted each fiscal year.

Departmental funding is as follows:

- Sheriff's Department - \$3 million for three-year contract plus \$2 million for the two option years.
- Probation Department - \$2.1 million for three-year contract plus \$1.4 million for the two option years.
- District Attorney - \$2.3 million for three-year contract plus \$1.6 million for the two option years. Productivity Investment Funds for the Digital Archive Project will partially offset these costs.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The contract is Non-Prop A. Approval of this contract will not displace County employees. The services offered under this contract currently cannot be performed by the individual County agencies due to specialized equipment needs.

ISAB will not request the contractor to perform services that exceed the Board approved contract amount, scope of work, and/or contract dates. County Counsel has approved the contract as to form.

### **CONTRACTING PROCESS:**

On September 23, 2004, a Request for Proposal (RFP) was posted on the County's website (bid number 13275) for Document Imaging and Microfilm Conversion Services. A bidder's conference was held on October 5, 2004 with 26 companies in attendance. Bids were closed on October 25<sup>th</sup> with thirteen (13) proposals received by the closing deadline. Proposal evaluations were completed on November 5, 2004. The evaluation committee recommended eiStream, Inc. as the winning vendor based on price, technical capability and likely risk. The eiStream proposal was the lowest priced proposal received.

In addition to the County's evaluation committee, ISAB commissioned Doculabs Inc., an industry expert in the document management industry, to perform an independent assessment of the top three proposals. Doculabs' independent review supported the County's decision to contract with eiStream.

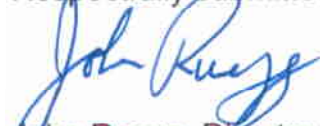
**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

The Sheriff Department's current imaging contract expired on February 13, 2005. On February 7, 2005 your Board approved continuation of the existing agreement on a month-to-month basis. This new agreement will insure continuation of imaging services that are essential to their records management program. The District Attorney's Office and the Probation Department are both faced with increased storage and retrieval costs if paper case files are not converted to electronic format.

**CONCLUSION**

Upon Board of Supervisors approval, it is requested that the Executive Officer, Clerk of the Board return two adopted copies of the contract to the Director, Information Systems Advisory Body, 12750 Center Court Drive, Suite 500, Cerritos, CA 90703.

Respectfully submitted,



John Ruegg, Director  
Information Systems Advisory Body

JR:FB

Attachment (1)

c: Chief Administrative Officer  
Auditor-Controller  
Chief Probation Officer  
County Counsel  
District Attorney  
Executive Officer, Board of Supervisors  
Internal Services Department  
Sheriff



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND EISTREAM INC.**  
**FOR**  
**DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

**CONTRACT PROVISIONS  
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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**EISTREAM INC.**

**FOR**

**DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

This Contract and Exhibits made and entered into this 7th day of December, 2004 by and between the Information Systems Advisory Body, hereinafter referred to as County and eiStream Inc., hereinafter referred to as Contractor, eiStream Inc. is located at 2911 Turtle Creek Blvd, Suite 1100 Dallas TX 75219.

**RECITALS**

WHEREAS, the County may contract with private businesses for Document Imaging and Microfilm Conversion Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Document Imaging and Microfilm Conversion Services; and

WHEREAS, the COUNTY does not have the technical staff with the specific skills and expertise necessary to perform the document imaging and microfilm conversion services; and

WHEREAS, the COUNTY is authorized by the California *Government Code*, Section 31000 to contract for special services, including the services described herein; and

WHEREAS, the Contractor is a private firm specializing in Document Imaging and Microfilm Conversion Services; and

WHEREAS, Contractor possesses the necessary skills, competence, and expertise and, therefore, is qualified to perform the desired services; and,

WHEREAS, based upon an open competitive selection process the County has recommended to the Board of Supervisors the Contractor, who is prepared and desires to provide services to the County; and,

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

**1. APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, and I form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or



other work, or otherwise between the base Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor’s Proposed Schedule
- 1.4 EXHIBIT D – Contractor’s EEO Certification
- 1.5 EXHIBIT E – County’s Administration
- 1.6 EXHIBIT F – Contractor’s Administration
- 1.7 EXHIBIT G – FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law

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 and signed by both parties.

## 2. 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 should be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Contract 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 Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **Department 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 Contract Administrator.
- 2.6 **County Contract Administrator:** Person designated by County Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.

**2.8 Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3. WORK**

**3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in 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 gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4. TERM OF CONTRACT**

**4.1** The Contract term shall be for a period of three (3) years commencing on January 22, 2005 or the day after execution of this Contract, whichever is later.

**4.2** The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of 5 years. Each such option year shall be exercised individually by the ISAB Director.

**4.3** Contractor shall notify County when this Contract is within six (6) months from the expiration of the first contract term and any additional one-year option period as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Information Systems Advisory Body (ISAB) at the address herein provided in Exhibit E – County's Administration.

### **5. CONTRACT SUM**

**5.1** For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For all contract and option years, the maximum contract sum **shall not exceed:**

**\$3,900,000. For District Attorney**  
**\$3,500,000. For Probation Department**  
**\$5,000,000. For Sheriff Department**  
**\$12,400,000. Total Contract Sum**

**There is no guarantee that the Maximum Contract Amount will be paid during the term of the Contract.**

**5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties,

responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's prior written approval.

**5.3** For each agency, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event,

**5.4** Contractor shall send written notification to the Information Systems Advisory Body at the address herein provided in Exhibit E – County's Administration.

**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** It is understood by the parties that workload for the services to be provided under this Contract may change (either increase or decrease) due to increases or decreases in the volume of required services, or additional services directed by the County, or by changes in Federal, State or County program and system requirements.

Contractor shall be responsible for identifying and keeping track of all activity volumes processed. Contractor system reports and manual counts may be used as appropriate to track such activity levels.

The actual count of the number of activities performed by Contractor for a set activity period shall be agreed upon by County's Contract Administrator and Contractor's Project Manager. In the event of a dispute about the correct numbers, the County Contract Administrator shall be the final arbiter.

**5.4.3** Payments for the services provided under this Contract shall be made one month in arrears. Contractor shall submit its billing summary invoice to the County Contract Administrator or designee no later than the 10<sup>th</sup> of the month following the month service was rendered. The billing statement shall be in a form approved by the County Contract Administrator and shall meet the following requirements:

- Invoices must be numbered and contain the member agency number; the name of the ISAB member agency (DA, Probation, Sheriff, etc.); and the contract agreement number.
- Separate accounts numbers will be used for each ISAB agency.
- Monthly invoices will be forwarded to each County Project Manager.
- Upon approval by the County Contract Manager, payments will be processed by the County in a timely manner.

**5.4.4** Payment to Contractor will be made monthly in arrears in amounts specified in this Contract, provided the Contractor is not in default under any provision of the contract and has submitted a complete and accurate statement of payment due, with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the contract and the Statement of Work.

Contractor shall submit an original invoice monthly to each County Project manager for services provided each agency within thirty (30) calendar days after the end of the month in which services were provided. All invoices under this Contract shall be submitted to the following addresses:

Please see *Exhibit E*  
(County Administration)  
For respective agency contacts

County will process payment within thirty (30) days after receipt of contractor's billing.

County may delay the last payment due until one (1) month after the termination of the contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

## **6. ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A Listing of all County Administration referenced in the following Sub-paragraph is designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1** *County Contract Administrator*

The County Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall

provide direction to Contractor in areas relating to policy, information and procedural requirements.

The County Contract Administrator or designee shall make changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4.

The County Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

#### County Division Site Coordinators

County will appoint a liaison person (Project Manager) for each ISAB member agency. The County's Project Manager's duties include:

- Assist in determining the efficacy of the contractor provided services.
- Review the work and information provided, ensure that transfers of information are timely, and contain all the appropriate information and shall coordinate the transfer of information.
- Shall provide daily assistance to Contractor's personnel as needed.
- Shall advise the County's Contract Administrator of the Contractor's compliance with the specific tasks and requirements.

## **7. ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **CONTRACTOR ADMINISTRATION**

#### **7.1 Contractor's Manager**

The Contractor shall provide a full time, Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the Contract. The Contractor shall provide to the County in writing the name, address, telephone number, facsimile number, and e-mail address in *Exhibit F*, of the individual designated to act as Contract Project Manager, or any alternate, and provide a current copy of the person's resume at the time the contract is executed and as changes occur.

Minimum qualifications include:

- Five (5) years management experience, at least three (3) years of that experience in managing a large-scale document imaging and microfilm conversion process and related service operations.
- Ability to motivate staff to complete all required work in a timely and accurate manner.
- Experience in developing creative solutions to logistical problems.

- Experience in or knowledge of Total Quality Management (TQM) principles and practices.
- Experience in the development, maintenance and implementation of laboratory desktop testing procedures.

### **7.3 Other Contractor Personnel**

- 7.3.1** Personnel provided by the Contractor must be of legal working age.
- 7.3.2** Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.
- 7.3.3** Personnel provided by the Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall display on employee's person at all times he/she is on County designated property.
- 7.3.4** Personnel provided by the Contractor shall be able to read, write, speak and understand English.
- 7.3.5** Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel used in providing services under this Contract shall sign the **Contractor Employee Acknowledgment, Confidentiality Agreement, Exhibit G1**, before accessing information provided by the County.
- 7.3.6** Contractor shall remove and replace any employee working on this Contract when requested to do so by the County. Request will be submitted to Contractor by County in writing stating the reason(s) for the removal provided that such reason(s) is/are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

### **7.5 Other Key Personnel**

The County and Contractor shall each designate other key personnel to perform services under this Contract.

### **7.6 Background and Security Investigations**

- 7.6.1** 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.

**7.6.2** County may request 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.

**7.6.3** 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.

**7.6.4** Disqualification, if any, of Contractor staff, pursuant to this subparagraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8. TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION OF RIGHTS**

**8.1.1** Contractor shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles County Board of Supervisors or the Department Director in the event the Department Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 8.40, Termination for Default, herein and shall be voidable at the election of the County. If Contractor is a corporation, partnership, limited liability company or other entity, then an assignment requiring County's consent hereunder shall also include any sale, exchange, assignment, divestment or change in member, directors or officers giving majority control of Contractor to any person(s) or legal entity other than the majority in control of Contractor at the time of execution of this Contract. Any payments by County to Contractor or its assignee, or acceptance of any payments by County from Contractor or its assignee on any claim under this Contract shall not waive or constitute such County consent.

**8.1.2** Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by Contractor, shall be binding upon both Contractor and upon any assignee/delegate thereof.

**8.1.3** County's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original Contractor and/or the then current County or

State contracting requirements for this or similar contracts. County may require, as a condition to its consent to assignment, that the assignee enter into a contract utilizing then current standard County documentation for this or similar Contracts.

Any payments by County to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which Contractor may have against County, whether under this Contract or otherwise.

## **8.2 AUTHORIZATION WARRANTY**

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

## **8.3 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**

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

**8.4.1** For any changes which do not affect the scope of work, period of performance, payments, or any other term or condition included under this Contract, a *Change Notice* shall be prepared in writing and signed by the County's Contract Administrator and Contractor's Project Manager.

**8.4.2** For any revision which affects the scope of work, period of performance, payments, or any term and condition included in this Contract, a negotiated modification to this Contract shall be executed in writing by the authorized officials of the Los Angeles County Board of Supervisors and Contractor.



**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 Department Director.

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

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after contract 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.

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

**8.5.5** 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.

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

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

**8.6.2** The Contractor shall maintain all professional accreditations, licenses and permits required by law for performing services under this Contract. Contractor shall indemnify, defend and hold harmless the County for all costs, liabilities, fines and any other damages resulting from Contractor's failure to comply with this section.

**8.6.3** The Contractor shall indemnify, defend 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, directives or ordinances.

## **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, sexual orientation, national origin, age, mental condition or physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – **Contractors' EEO Certification**.

## **8.8 CONFIDENTIALITY**

**8.8.1** The Contractor shall maintain the confidentiality of all records obtained from the County 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, and agents and subcontractors providing services hereunder of the confidentiality provision of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "**Contractor Employee Acknowledgment, Confidentiality Agreement**," **Exhibit G1**. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "**Contractor Non-Employee Acknowledgment, Confidentiality Agreement**", **Exhibit G2**.

## **8.9 CONFLICT OF INTEREST**

**8.9.1** No County employee whose position enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any 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 GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 Opportunities 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 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 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/sub consultants) of County Contractors.

#### **8.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **8.14 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. 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 Information Systems Advisory Body (ISAB) will supply the Contractor with the poster to be used.

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

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

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 Withholdings Order or CSSD 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 DISCLOSURE OF INFORMATION AND USE OF COUNTY OR CHILD SUPPORT SERVICES DEPARTMENT NAME**

**8.17.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law or as necessary to effect services. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

**8.17.2** Contractor shall develop all publicity material in a professional manner.

**8.17.3** During the term of this Contract, the Contractor, shall not, and shall not authorize another to publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior consent of the Contract Administrator.

#### **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 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal 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 attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 FORCE MAJEURE**

If the Contract cannot be performed by either the County or the Contractor, because of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or controls or other causes, performance shall be excused for a commensurate period.

#### **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 of Los Angeles and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, partnership, or association as between County and 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** 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 Worker's 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 8.8 – Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "**Contractor Employee Acknowledgment, Confidentiality Agreement,**" *Exhibit G1*. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "**Contractor Non-Employee Acknowledgment, Confidentiality Agreement,**" *Exhibit G2*.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless County, and 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 Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 INSURANCE**

### **8.24.1 General Insurance Requirements**

Without limiting 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 sub-contractors 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 County, and such coverage shall be provided and maintained at Contractor's own expense.

**8.24.1.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Information Systems Advisory Body, Felix Basadre, Contract Administrator, 12750 Center Court Drive, Suite 500, Cerritos, California 90703, prior to commencing services under this Contract. Such certificates or other evidence shall:



- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage's required in this Contract.
- (3) Contain the express condition that 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.
- (4) 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 insured for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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 administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.1.2 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 County.

**8.24.1.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct for sums due to Contractor any premium costs advanced by County for such insurance.

**8.24.1.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- (1) 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 Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Administrator.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**8.24.1.5 Compensation for County Costs:** In the event that 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 County, Contractor shall pay full compensation for all costs incurred by County.

**8.24.1.6 Insurance Coverage Requirements for Sub-contractors:** Contractor shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractor, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## **8.24.2 Insurance Coverage Requirements**

**8.24.2.1 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 |

**8.24.2.2 Automobile Liability** insurance (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.”

**8.24.2.3 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 Contractor is responsible. If 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 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 |

**8.24.2.4 Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**8.24.2.5 Property Coverage**: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property values, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.

**8.24.2.6 Crime Coverage**: Insurance with limits in amounts not less than \$5,000,000 covering against loss of money, securities, or other property referred to in this Contract, which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary

and robbery. Such insurance shall name the County as loss payee.

**8.24.2.7 Performance Security Requirements:** Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

A. **Performance Bond:** A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State of California, or,

B. **Certification of Deposit (CD) or Letter of Credit (LOC):** A CD or an irrevocable LOC payable to the County upon demand in an amount not less than \$5,000,000. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

## **8.25 LIQUIDATED DAMAGES**

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

**8.25.2** If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements

Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

**8.25.3** The action noted in Sub-paragraph 8.25.2 shall not be constructed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.25.4** This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.26 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 process below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.27.1** The Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable federal and state anti-discrimination laws and regulations.

**8.27.2** The Contractor shall certify, to and comply with, the provisions of Exhibit D – **Contractor's EEO Certification**.

**8.27.3** The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- 8.27.4** The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation.
- 8.27.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.27.6** The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this section at the County's requests.
- 8.27.7** If County finds that any of these provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach upon which County may terminate or suspend this Contract. While County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.27.8** In the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option be entitled to a sum of Five Hundred Dollars (\$500.), pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

**8.28 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.

**8.29 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator is not

able to resolve the dispute, the Information Systems Advisory Body Director shall resolve it.

**8.30 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 1015.

**8.31 NOTICES**

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

**8.32 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to, and are solely the property of the County. Contractor shall take all necessary measures to protect and secure confidentiality of all such materials, data, reports, and information. The provisions of this section shall survive the expiration or other termination of this Contract.

**8.33 PUBLIC RECORDS ACT**

**8.33.1** 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 8.34-Record Retention and Inspection of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

- 8.33.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid 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.

#### **8.34 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.

- 8.34.1** In the event that an audit of the Contractor is conducted by an auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County’s Auditor Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.34.2** Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.34.3** 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.

### **8.35 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.

### **8.36 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

**8.36.1** Should 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 reemployment list during the life of this contract.

### **8.37 SUBCONTRACTING**

**8.37.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance written 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.

**8.37.2** 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.

**8.37.3** 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.

**8.37.4** 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.

- 8.37.5** The County's consent to subcontract shall not waive the County's subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.37.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.37.7** 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.
- 8.37.8** 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:

Information Systems Advisory Body  
Felix Basadre, Contract Administrator  
12750 Center Court Drive Suite 500  
Cerritos, California 90703

Before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 – 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 8.40 – Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

**8.39      TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 8.39.1** This Contract may be terminated, by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a thirty (30) day prior written *Notice of Termination* specifying the extent to which the 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 to the Contractor Project Manager.

**8.39.2** After receipt of the *Notice of Termination*, and except as otherwise directed by the County, Contractor shall:

- Stop services under this Contract on the date, and to the extent specified in the *Notice of Termination*; and
- Complete performance of such part of the work as shall not have been terminated by the *Notice of Termination*;
- Submit to the County, in the form and with any certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than two months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be deemed final. After such determination is made, the County shall pay Contractor the amount so determined.

**8.39.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. 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.

#### **8.40 TERMINATION FOR DEFAULT**

**8.40.1** The County may, subject to the provisions outlined below, by written notice of default to Contractor, terminate immediately the whole or any part of this Contract in any one of the following circumstances:

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

- 8.40.2** In the event the County terminates this Contract, in whole or in part, as provided in Sub-paragraph 8.40.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any excess costs incurred by the County, as determined by the County, for such similar services, including, but not limited to, the acquisition of services from any vendor chosen by the County to fulfill the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.40.3** 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 8.40.2 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 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 8.40.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.40.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.40, it is determined by the County that the Contractor was not in default under provision of this Sub-paragraph 8.30, or that the default was excusable under the provisions of Sub-paragraph 8.40.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.39, *TERMINATION FOR CONVENIENCE OF THE COUNTY*.
- 8.40.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.40.1, 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 8.40.2, 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 ISAB, or designee, 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*.

- 8.40.6** The rights and remedies of the County provided in this Sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.41 TERMINATION FOR IMPROPER CONSIDERATION**

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

**8.41.2** 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 supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

#### **8.42 TERMINATION FOR INSOLVENCY**

**8.42.1** The County may terminate this Contract forthwith for default 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 petition regarding the Contractor under the Federal Bankruptcy Code;
- ❑ The appointment of a Receiver or Trustee for the Contractor; or
- ❑ The execution by Contractor of a general assignment for the benefit of creditors.

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

#### **8.43 TERMINATION FOR 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.

#### **8.44 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.

#### **8.45 TIMELY COMPLETION**

Time is of the essence in the completion of services and the conveyance of the deliverables to the County as stipulated in the Contract.

#### **8.46 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.

#### **8.47 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 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.48 WARRANTY AGAINST CONTINGENT FEES**

**8.48.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an 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.

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

#### **8.49 COMPLIANCE WITH JURY SERVICE PROGRAM**

A. Jury Service Program.

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

B. 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 Section, "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 Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

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 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 Section 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.

**8.50 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 other 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 other termination of this Contract.



**8.51 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

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.

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.

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.

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:

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

The above penalties shall also apply 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."

**8.52 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 Information Systems Advisory Body will supply the Contractor with the poster to be used.

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

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

**8.54 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 any employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

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

**CONTRACTOR**

By \_\_\_\_\_

**William Whiting  
Senior Vice President**

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_

**(Mayor/Chairman), Board of Supervisors**

**ATTEST:**

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

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**RAYMOND G. FORTNER, JR.  
County Counsel**

By \_\_\_\_\_  
**Principal Deputy County Counsel**

## **EXHIBIT A**

# **STATEMENT OF WORK DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

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## 1.0 SCOPE OF WORK

Electronic document management is a strategic County initiative. In order to meet legal records retention requirements and comply with requests from the public, government agencies, and other law enforcement agencies for information, County Departments must implement cost-effective strategies for the secure archival and retrieval of their documents.

This Statement of Work (SOW) provides the specifications and requirements to convert paper documents and microfilm from the Sheriff, District Attorney, and Probation Department to digital images. The documents to be imaged include, but are not limited to booking jackets, station booking reports, incident reports, arrest reports, court reports, photographs, case investigation/supervision files including various handwritten and machine printed documents, forms and reports, financial collections files and related documents, and various loose papers. The resultant images will be imported into the respective Department's document management systems and will be managed according to each Department's specific requirements.

The anticipated average total monthly volume of documents consisting of both single and double-sided pages is as follows:

| <u>Department</u> | <u>Monthly Volume</u>                        |
|-------------------|--|
| Sheriff           | 600,000 single sided or 300,000 double-sided |
| District Attorney | 1,500,000                                    |
| Probation         | 950,000                                      |

Also approximately 10,000 and 36,000 reels (Sheriff and Probation, respectively) of microfilm and their indices and older records exist that require conversion. Please note that these volumes are averages and that the County is not guaranteeing this as the minimum volume each month.

In addition, the County requires storage and shredding services of documents.

## **2.0 BACKGROUND**

The Sheriff's Department maintains various booking and incident reports. The booking and incident reports that originate from the stations and custodial facilities are in hard copy format: with limited space in these stations, hard copy records and documents cannot be stored and maintained over a long period. Up until 2001, these records and documents were stored on microfilm or microfiche. Since then, the records are being stored electronically. Electronic storage of the records allows for the automated retrieval of the stored information, which is more efficient and less time consuming than retrieving the data from hard copy reports or microfilm.

The District Attorney's Office is required to maintain case files for specific periods depending on case type. Misdemeanor case files must be retained for five years, felony case files for 25 years and life-term case files indefinitely. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. In order to meet retention requirements and address the problem of warehousing millions of paper case files, the District Attorney's Office is implementing an electronic document management system.

The Probation Department is required to maintain Probation and Pretrial Investigation and Supervision case files and related documents that include but are not limited to arrest reports, court reports, assessment records, court orders, Probationer reporting documentation, financial collections files, payment documentation, photographs, forms and reports, including various handwritten and machine printed documents, for a period of time dependant on the document type and source. Storage of the Pretrial and Budget and Fiscal packet hard copies has been offsite at a Probation Property and Supply facility. The Adult Probation Folders are returned to Probation's Central Records Section for destruction after a Quality and Assurance check. Juvenile Probation files are stored at Probation's Central Records Section and are destroyed five years after the closing of the case. Currently, onsite retrieval of archived documents is accomplished with microfilm images. Archive volume and equipment failure, as well as improving technology, require implementation of an electronic document management system. The Probation Department plans to image Adult Probation Files (APF), Juvenile Probation Files (JPF), Pretrial Packets (PRP), and Budget and Fiscal Files (ARF, JRF, JRB).

### **3.0 FACILITIES AND SPECIFIC TASKS**

- 3.1 The COUNTY shall provide CONTRACTOR documents in adequately marked boxes. Each box shall be labeled with name of pickup facility, pickup date, box #, and a brief contents description.
- 3.2 Pickup facility personnel shall create an index/transmittal sheet for each box sent for imaging. Such index shall identify each record sent for imaging.
- 3.3 In the event that an index/transmittal sheet for a box sent to CONTRACTOR is not found, CONTRACTOR shall produce an index/transmittal sheet of documents in the particular box at the request of the COUNTY
- 3.4 The records and documents that are imaged are from various Sheriff, Probation and District Attorney offices and locations. The CONTRACTOR and COUNTY shall develop a pickup and return schedule and procedure, for each department, based on the project requirements as determined by COUNTY for the following locations during normal business hours:

#### **3.4.1 Sheriff Locations:**

Records and Identification Bureau  
Document Processing Unit  
12440 E. Imperial Hwy, Suite 400W  
Norwalk, California 90650

Archive Section  
14201 Telegraph Road  
Whittier California 90604

Inmate Reception Center (IRC)  
450 Bauchet Street  
Los Angeles, California 90012

#### **3.4.2 District Attorney Locations:**

District Attorney Archive Facility



Bureau of Management & Budget  
5300 Harbor Street  
Commerce, California 90040

3.4.3 **Probation Locations:**

Probation Central Records Section:

320 West Temple Street, Room 100  
Los Angeles, California 90012  
Attention: Head Clerk

3965 South Vermont Avenue, Third floor  
Los Angeles, California 90037

Probation Pretrial Services Division:

433 Bauchet St. Suite 100  
Los Angeles, California 90012

550 Bauchet Street  
Los Angeles, California 90012

3530 Wilshire Boulevard Suite 501  
Los Angeles, California 90012

Probation Budget and Fiscal Services:

9150 East Imperial Highway, Room P73  
Budget and Fiscal Services Collection Section  
Downey, California 90242  
Attention: Collection Manager

- 3.5 Locations are subject to change based on the need of the COUNTY. COUNTY will provide CONTRACTOR with written notification prior to location change.
- 3.6 Prior to starting work under the Contract, the CONTRACTOR shall prepare an updated written project plan, referred to as the Project Control Document (PCD) that details all tasks, schedules and deliverables which will be reviewed by the County against the PCD submitted in the RFP. COUNTY's Project Director or Project Manager must review and approve in writing CONTRACTOR's PCD prior to CONTRACTOR beginning work under this Agreement. All changes and modifications to the PCD shall be reviewed and approved by COUNTY's Project

Director or Project Manager. The PCD shall include, but not be limited to the following:

- 3.6.1 Quality Assurance Plan (QAP)
- 3.6.2 Implementation Plan
- 3.6.3 Back-up Disaster Recovery Plan
- 3.6.4 Project Plan using automated software, such as MS Project

#### **4.0 QUALITY CONTROL**

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) and Security Plan to assure the COUNTY a consistently high level of service throughout the term of the Agreement. Both Plans shall be submitted to COUNTY'S Project Manager for review and approval prior to beginning work under the Agreement. The plans shall include, but may not be limited to the following:

##### **4.1 QUALITY CONTROL PLAN**

- 4.1.1 Monitoring  
CONTRACTOR must include its method for monitoring the number of documents and/or microfilm picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned.
- 4.1.2 Data Integrity and Image Clarity  
CONTRACTOR shall describe its methods for maintaining the integrity of the data extracted and assuring the clarity of the scanned images.
- 4.1.3 Imaging Accuracy  
CONTRACTOR shall describe its methods for meeting a ninety-nine percent (99%) accuracy of converted/scanned images.
- 4.1.4 Imaging Accuracy Variance

CONTRACTOR shall describe its method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images.

#### 4.1.5 Exception Report

CONTRACTOR shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed CONTRACTOR's internal quality control process. The report will also include the sample size of the batch that was reviewed and the number of packages in error.

4.1.6 A record of all inspections conducted by the CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request.

#### 4.2 SECURITY PLAN

CONTRACTOR's Security Plan will explain the procedures to be used to prevent theft or unauthorized access to and/or dissemination of COUNTY data and documents and photographic images, sound recordings , Compact Discs, and/or DVDs.

### **5.0 QUALITY ASSURANCE PLAN**

The COUNTY will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Terms and Conditions, Subparagraph 8.16, COUNTY's Quality Assurance Plan.

#### 5.1 QUARTERLY MEETINGS

Contractor is required to attend any scheduled meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

## 5.2 CONTRACT DISCREPANCY REPORT (TECHNICAL EXHIBIT 1)

5.2.1 Verbal notification of a Contract discrepancy shall be made to the COUNTY'S Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

5.2.2 COUNTY'S Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the CONTRACTOR is required to respond in writing to COUNTY's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to COUNTY'S Project Manager within ten (10) workdays.

## 5.3 COUNTY OBSERVATIONS

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

## **6.0 DEFINITIONS**

### 6.1 SHERIFF

6.1.1 Booking Jacket Package (BJP): This report consists of the documentation of an inmate's whole "history" while in custody at one of the Department's custodial facilities. Documents may include, but is not limited to, the booking jacket itself, booking and property record, prisoner clothing inventory, medical screening form, Removal Order for in-custody defendants, jail custody record, Criminal History Name Information, Criminal fingerprint card, jail wrist band, forms generated in court, such as Abstract of Judgment, Order for Release, Court Release,

Temporary Commitment, Commitment to County Jail, and bail information. The documents are of varying sizes, paper type, and color. Every Booking Jacket Package consists of a set of six index information fields: Booking number, Booking/Arrest date, folder type, document type, first and last names.

6.1.2 Incident Report Package (IRP): Report is initiated as a result of a reported incident, usually out in the field, and is a documentation of the events surrounding the reported incident. The documentation may include, but is not limited to, LASD Incident Report, Crime Analysis Form-Suspect/Subject Information, Probable Cause Declaration/Arrest Review, Criminal History Name Inquiry, Consolidated Criminal History Reporting System (CCHRS) Inquiry, Urine Test Admonishment, Supplementary Loss Report, Driver History Inquiry, Juvenile Petitions, Los Angeles County Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle. The documents are of varying sizes, paper type and color. Each IRP consists of a set of six index information fields: Uniform Reporting Number (URN), report date, folder type, document type, first and last names.

6.1.3 Station Booking Package (SBP): This report is maintained in the various stations and documents an arrestee's activities at the station. The SBP may include, but is not limited to: Jail Booking and Property Record, Wrist Band, Additional Charges and Holds Record, Los Angeles County Unified Arrestee Medical Screening, Driver History Inquiry, Criminal History Name Inquiry, Consolidated Criminal History Reporting System Inquiry, Station Jail Prisoner Classification Questionnaire, Warrant Verification Factors, Station Jail Orientation, Crime Summary, Information Probable Cause Declaration/Arrest Review and Bond information. The documents are of varying sizes, paper type and color. Each SBP has a set of six index information fields: Booking number, booking date, folder type, document type, first and last names.

- 6.1.4 Loose Papers (LSP): Consists of miscellaneous documents that may be part of booking or incident packages, but were found or maintained separately from the main report.
- 6.1.5 Sheriff's Integrated Records Retrieval and Assembly System (SIRRAS): Sheriff's Department computerized system that stores all incident and booking and other documents on electronic media, involving converting all microfiche and microfilm storage to electronic media and digital imaging of all hardcopy documents. All documents or converted microfilm images must be compatible with the SIRRAS Visiflow application. The Contractor will be responsible for any modifications to allow for compatability.
- 6.1.6 Microfilm Reels: These reels contain Incident Reports and Booking information to be converted into digitized images using the at least two indices: Microfilm Address, and/or URN/Booking Number , and/or Date. The total number of reels are 12,249 with an average of 6000 images/reel.

## 6.2 DISTRICT ATTORNEY

- 6.2.1 Felony Case File (FCF): This file consists of documents related to the prosecution of a defendant charged with a felony as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports,

Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every District Attorney Case File Jacket Package consists of a set of three to four primary fields: Defendant(s) First Name, Last Name, DA Case Number, and /or Court Case Number.

6.2.2 Misdemeanor Case File (MCF): This file consists of documents related to the prosecution of a defendant charged with a misdemeanor as defined by statute. Documents include, but are not limited to: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, Jail Booking and Property Record, and California Department of Motor Vehicle documents, such as Traffic Collision Report, Vehicle Report, and Notice of Stored Vehicle, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Each IRP. Every District Attorney Case File Jacket Package consists of a set of six fields: Uniform Reporting three to four primary fields: Number (URN), report date, folder type, document type, first and last names. Defendant(s) First Name, Last Name, DA Case Number and/or Court Case Number.

6.2.3 Investigation Case File (ICF): This file contains documents related to criminal investigations conducted by the District Attorney's Bureau of Investigation. Documents include but are not limited to: Interview Reports, Arrest Documents, Evidentiary Documentation, Case Notes, Investigation Reports, photographs and miscellaneous correspondence.

Every District Attorney Investigation File Jacket Package consists of a set of five primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date Reopened.

6.2.4 Loose Papers (LSP): Consists of miscellaneous documents that may be part of booking, case file or incident packages, but were found or maintained separately from the main file.

### 6.3 PROBATION DEPARTMENT

6.3.1 The Probation File consists of a **legal size** file folder containing documents related to the investigation and supervision activities performed by a Deputy Probation Officer while investigating or supervising the defendant/minor.

6.3.1.1 The Adult Probation File (APF) contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick. Manila folder cover containing Probation Identifier is to be imaged as a record separator. The index for the imaged file will include the file descriptor for Adult Probation File (APF), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

6.3.1.2 The Juvenile Probation File (JPF) contains documents that may include, but are not limited to the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and



payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick and include a California Youth Authority File. Manila folder cover containing Probation Identifier is to be imaged as a record separator. The index for the imaged file will include the file descriptor for Juvenile Probation File (JPF), Probation Identifier (PDJ Number), Juvenile Automated Index Number (JAIN Number), Last Name, First Name, and Court Case Number.

6.3.2 A Financial Services File consists of a **letter size** file folder with fasteners containing information regarding the restitution requirements of a defendant/minor.

6.3.2.1 An Adult Restitution File (ARF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator. The index for the imaged file will include the file descriptor for Adult Restitution File (ARF), Probation Identifier (X-Number), Collection and Accounts Receivable System (CARS) Number, Last Name, First Name, and Court Case Number.

6.3.2.2 A Juvenile Restitution File (JRF) may include, but is not limited to the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial

assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs.. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator. The index for the imaged file will include the file descriptor for Juvenile Restitution File (JRF), Centralized Restitution System (CRS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

6.3.2.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to the letter size file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Account Number is to be imaged for use as a record separator. The index for the imaged file will include the file descriptor for Juvenile Reimbursement File (JRB), Collection and Accounts Receivable System (CARS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

6.3.3 Pretrial Packets (PRP) consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. The index for the imaged file will include the file

descriptor for Pretrial Packets (PRP), Application Number, Last Name, and First Name.

6.3.4 Microfilm reel conversion documents are contained on 36,000 reels of standard sized microfilm containing previously imaged documents of the type described in 6.3.1 – 6.3.3 above and their indices.

6.3.4.1 Central Records currently has 28,380 reels of microfilmed Adult Probation Files. The index for the imaged file will include, the file Folder Type of APM (Adult Probation Files Microfilm), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

6.3.4.2 Pretrial Services currently has 5,156 reels of microfilmed Pretrial packets. The index for the imaged file will include, the file Folder Type of PRM (Pretrial Microfilm), Application Number, Last Name, and First Name.

6.3.4.3 Budget and Fiscal currently has 1,188 reels of Adult and 1,028 reels of Juvenile microfilmed files.

6.3.4.3.1 The index for the Adult Financial will include the file Folder Type of AFM (Adult Financial Services Microfilm), Probation Identifier, CARS Number, Last Name, First Name, and Court Case Number.

6.3.4.3.2 The index for the Juvenile Financial will include the file Folder Type of JFM (Juvenile Financial Services Microfilm), CRS Number, Probation Identifier, Last Name, First Name, and Court Case Number.

6.3.4.3.3 The index for the Juvenile Reimbursement will include the file Folder Type of JRM (Juvenile Reimbursement Microfilm), CARS

Number, Probation Identifier, Last Name, First Name, and Court Case Number.

6.3.5 Imaged documents will be integrated into Los Angeles County Probation's online Probation Enterprise Document Management System (PEDMS). It uses eiStream's NETFYI software.

## **7.0 RESPONSIBILITIES**

The COUNTY's and the CONTRACTOR's responsibilities are as follows:

### **7.1 COUNTY**

#### **7.1.1 Personnel**

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

7.1.1.1 Monitoring the CONTRACTOR's performance in the daily operation of this Contract.

7.1.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information, and procedural requirements.

7.1.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

7.1.1.4 Contractor is responsible for making compatibility with the software application(s) used by the County.

7.1.1.5 In the event that data is lost by the County, due to unforeseen circumstances, the Contractor shall provide a copy of the lost data in the format specified County.

7.1.1.6 In the event that a transmittal sheet is not in the box submitted to the Contractor, at the request of the County,

the Contractor shall index the box contents and provide a listing to the County in the format specified by the County.

- 7.1.1.7 In the event that the Banker's box that was submitted by the County was damaged or not in the condition which was originally submitted to the Contractor, the Contractor shall replace the box with a standard Banker's box.

## 7.1.2 Furnished Items

- 7.1.2.1 With the exception of document/microfilm pick-up and return, all work shall be done at CONTRACTOR's facility. However, in the event that it is necessary for CONTRACTOR to perform work at COUNTY's facility, COUNTY may provide the following to the CONTRACTOR only when CONTRACTOR is on site at the Records and Identification Bureau, Probation Department Central Records Facility and District Attorney Archive Facility:

- 7.1.2.1.1 Office space with appropriate furniture
- 7.1.2.1.2 Personal computer system
- 7.1.2.1.3 Telephone
- 7.1.2.1.4 Paper supplies
- 7.1.2.1.5 Photocopier

- 7.1.2.2 COUNTY shall provide to CONTRACTOR on a regular basis all reports and records for processing as specified in Section 9.0 of this Statement of Work. Please note that the box size referenced refers to a standard Banker's Box.

- 7.1.2.2.1 District Attorney, Probation Department, Sheriff's stations, and other custodial facilities shall be responsible for determining which files will be sent to RIB, IRC, Probation's Central Records Section, Pretrial Services

Division or Budget and Fiscal Services or the DA archive Facility for pick-up by CONTRACTOR.

7.1.2.2.2 District Attorney, Probation Department, Sheriff's station, and other facility staff shall store all documents/reports for imaging in standard packing boxes. Each box shall be labeled with name of facility, organization, box number, brief content description, and the number of records/documents contained in the box.

7.1.2.2.3 For the Sheriff, boxed records shall be bundled in stacks of 100 records. The Total number of records in each box will vary between 700 and 1,000 records. For District Attorney, total number of case records in each box will vary between 1-30 for Felony Case Files (FCF), 45-50 for Misdemeanor Case Files (MCF) and 1-50 for Investigation Case Files (ICF).

7.1.2.2.4 For the Probation Department, boxed files from Central Records will average about 30 files per box, from Pretrial Services will average about 300 packets per box, and from Budget and Fiscal Office will average about 45 files per box.

7.1.2.2.5 District Attorney, Probation Department, Sheriff's station, and other facility staff shall create an index/transmittal sheet of all boxes sent to CONTRACTOR for imaging. Such index shall identify each record sent for imaging according to the report's Uniform Report Number (URN) or Court Case Number or Investigation Case Number.

- 7.1.2.2.6 For Sheriff, all boxed records shall be delivered to RIB's Archives located at the Sheriff's Central Warehouse facility, or IRC, depending on location of the facility. For District Attorney, all boxed records shall be delivered to their Commerce Archive Facility.
- 7.1.2.2.7 (Please delete because our documents will be in pencil and there is no way to guarantee ink) For the District Attorney, some case file documents may be written in pencil. If, after scanning and rescanning, a document completed in pencil cannot be effectively imaged, then CONTRACTOR may return such document to COUNTY.
- 7.1.2.2.8 Probation Department boxes (files/packets) picked up at Pretrial Services Division sites and Central Records Section site will be returned to Central Records Section within five days of pickup for quality review and forwarding to storage or destruction.
- 7.1.2.2.9 Probation Department boxes (files) picked up at Budget and Fiscal Services sites shall be returned within 5 days of pickup to Property and Supply at 2615 S. Grand Ave for storage.

## 7.2 CONTRACTOR

- 7.2.1 Project Manager  
CONTRACTOR shall provide a full-time Project Manager and designated alternate. COUNTY must have access to the Project Manager and/or designated alternate at all times, seven (7) days per week. CONTRACTOR shall provide a telephone number where the

Project Manager may be reached on a twenty-four (24) hour per day basis.

7.2.1.1 Project Manager shall act as a central point of contact with COUNTY's Project Manager.

7.2.1.2 CONTRACTOR's Project Manager and alternate must demonstrate previous experience, within the last 5 years, in the management of work similar in scope, size and complexity as COUNTY's requirements.

7.2.1.3 Project Manager/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

## 7.2.2 Personnel

7.2.2.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee at CONTRACTOR's site shall be authorized to act for CONTRACTOR and must speak and understand English. All personnel assigned to perform any task related to this contract shall undergo a Background investigation to ensure that these persons are with good moral character and integrity. Contractor shall ensure that by the first day of employment, all persons with access to the records submitted by the Sheriff's, District Attorney and Probation Department shall have undergone a background investigation as well as signed a Criminal Offender Record Information Statement. The signed CORI Information Statement copies shall be forwarded to each department within 5(five) business days of start of employment.



#### 7.2.2.2 Uniforms/Identification Badges

CONTRACTOR employees assigned to pick up documents and records from COUNTY facilities shall wear an appropriate uniform at all times.

7.2.2.2.1 Uniform shall consist of a shirt with the company name on it.

7.2.2.2.2 Uniform pants are optional. All uniforms, as required and approved by the Project Director or his/her designee, will be provided by and at CONTRACTOR's expense.

7.2.2.2.3 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

#### 7.2.3 Materials and Equipment

The purchase of all materials/equipment to provide the required imaging and microfilm conversion services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by its employees.

#### 7.2.4 Training

7.2.4.1 CONTRACTOR shall provide training programs for all new employees and continuing in-service training for all employees.

7.2.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and

protective gear according to OSHA standards, as appropriate.

7.2.4.3 All employees shall be trained in the secure and confidential handling of COUNTY documents.

7.2.5 CONTRACTOR'S Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. At least one employee who can respond to inquiries and complaints, which may be received about the CONTRACTOR's performance of the Contract, shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. 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.

7.3 WORK SCHEDULES

7.3.1 CONTRACTOR shall submit for review and approval its work schedule to COUNTY's Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies.

7.3.2 CONTRACTOR shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to COUNTY's Project Manager for review and approval within five (5) working days prior to scheduled time for work.

**8.0 SPECIFIC WORK REQUIREMENTS – CONTRACTOR**

CONTRACTOR must provide the following document imaging and related services:

## 8.1 DOCUMENT PICK-UPS AND RETURN

- 8.1.1 CONTRACTOR and COUNTY's Project Manager, working with each department, shall develop a document/microfilm pick-up and return schedule for each department. COUNTY's staff will call CONTRACTOR prior to the scheduled pick-up if there are no boxes ready for pick-up. In the event of unusually high volume, the COUNTY will call the CONTRACTOR and give the number of boxes so CONTRACTOR can determine which vehicle will be required.
- 8.1.2 COUNTY shall provide CONTRACTOR with records/documents that are stored in adequately marked boxes. CONTRACTOR will pick-up these boxes from Locations specified in section 3.4.
- 8.1.3 Upon arrival with new boxes from COUNTY facilities, CONTRACTOR shall check each box against the index/transmittal sheet prepared by County personnel, if such document was prepared, to confirm they are the correct boxes. These boxes shall be stored in a secure area until CONTRACTOR's employees can prepare the documents for imaging.
- 8.1.4 The CONTRACTOR shall be required to digitally image documents contained within a file in the same sequence as originally received. CONTRACTOR shall also return to COUNTY documents within a file in the same sequence as originally received.
- 8.1.5 The resulting electronic images and their indices shall be in an Oracle or ODBC compatible format in an online based repository.

## 8.2 SHERIFF DOCUMENTS

Sheriff documents consist of several types of records, which include the following:

- 8.2.1 Incident Report Package (IRP) consists of a stapled bundle of single and/or double-sided paper, forms, and cards and photographs of varying sizes, type and color that reference a reported incident.
- 8.2.2 Booking Jacket Package (BJP) consists of a stapled bundle of single and/or double-sided papers, forms, and cards of varying sizes, type of paper and color, which are generated in any of the SHERIFF's facilities.
- 8.2.3 Station Booking Package (SBP) consists of a stapled bundle of single and/or double-sided paper, forms, cards of varying sizes, type of paper and color, which are reports generated in the various SHERIFF's stations.
- 8.2.4 Loose Papers (LSP) are miscellaneous documents of varying sizes, types of paper and color. These are usually loose documents from previously scanned and processed records.
- 8.2.5 Microfilm Reels (MIC), include documents and reports (IRP, BJP, SBP, LSP) dating from 1969 through 2000.
- 8.2.6 Contractor shall separate booking slips and charge documents from the Booking Jacket Packages and Station Booking Packages after the document has been imaged and verified, while CONTRACTOR will store the remaining portions of those records for destruction as instructed by the Sheriff. The booking slips and charge documents will be returned to RIB on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.
- 8.2.7 Before scanning, CONTRACTOR must separate all Injured on Duty (IOD) documents and documents labeled "Confidential" from the IRP, unless otherwise stipulated and return those documents to RIB on the next scheduled weekly document pick-up and return. The Injured on Duty and "Confidential" documents will not be imaged, but will be stored

at RIB's Archives for the legally mandated period before they are destroyed.

8.2.8 CONTRACTOR shall store all Sheriff non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been imported into SIRRAS and verified, commencing on the date of pick-up from COUNTY facilities by the CONTRACTOR, or until the imaged record is successfully imported into SIRRAS, whichever comes later.

8.2.9 CONTRACTOR shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to the CONTRACTOR. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provision in the Contract, Subparagraph 8.37.

8.2.10 Sheriff Document Imaging Preparation

The monthly average workload totals about 600,000 pages. These figures are not a guaranteed monthly minimum. The figures below constitute an average that will vary on a monthly basis. The workload breakdown is as follows:

| Document Report         | Avg No. Boxes/Month | Avg.No. Packages/Box | Avg No Pages/Pkg<br>Avg No Image/RI | Total No. Pages/Month<br>Avg. No. of Reels |
|-------------------------|---------------------|----------------------|-------------------------------------|--|
| Incident Report Package | 80                  | 800                  | 5                                   | 80,000                                     |
| Booking Jacket Package  | 60                  | 600                  | 6                                   | 48,000                                     |
| Station Booking Package | 20                  | 525                  | 4                                   | 120  |
| Loose Papers            | 5                   | 3,800                | 1                                   | 19,000                                     |

| Microfilmed Records | No. of Reels | Average No. of Pages/Reel | Total No. of Pages |
|---------------------|--------------|---------------------------|--------------------|
|                     | 12,249       | 6,000                     | 73,494,000         |

8.2.11 Documents will be imaged according to their box location. Preparation of documents for imaging shall include but not be limited to the following:

8.2.11.1 Insert separator for each new record;

8.2.11.2 Remove paper clips and/or staples;

8.2.11.3 Arrange papers if necessary;

8.2.11.4 Repair pages if torn, bent or otherwise damaged, if necessary;

8.2.11.5 Straighten pages;

8.2.11.6 Separate Booking Jackets from documents found in the file.

8.2.11.7 Prepare exception report for documents that are in such poor condition that they cannot be scanned

8.2.12 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

8.2.13 Document Imaging and Document Enhancement

CONTRACTOR shall image documents contained in the various packages, excluding all IOD and Confidential documents according to the following specifications:

8.2.13.1 Documents shall be imaged at a minimum resolution of 200 DPI.

8.2.13.2 Image format shall be Group IV TIFF.

8.2.13.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. CONTRACTOR shall not de-speckle cards containing fingerprints.

8.2.13.4 Both sides of all documents shall be imaged, excluding blank pages. CONTRACTOR shall image the front and back of all booking jackets.

#### 8.2.14 Microfilm Conversion

CONTRACTOR shall provide the following Microfilm conversion services:

8.2.14.1 All original microfilm will be handled in accordance to industry standards to preserve the archival quality of each record. All film shall be inspected, cleaned and repaired as necessary.

8.2.14.2 CONTRACTOR shall scan all microfilm images to CCITT Group IV TIFF format standard at the requisite 200 DPI or higher, excluding blank pages.

8.2.14.3 CONTRACTOR shall index each record according to COUNTY's specifications.

8.2.14.4 CONTRACTOR shall verify all scanned images to ensure complete image capture.

8.2.14.5 CONTRACTOR shall de-skew and rotate images as necessary.

8.2.14.6 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.2.14.7 CONTRACTOR shall install and configure an ODBC compliant RDMS as a final platform in the Visiflow workflow

for all converted data to be imported into the COUNTY's system.

8.2.14.8 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

8.2.14.9 CONTRACTOR shall provide ongoing support for the entire microfilm conversion project.

8.2.15 Indexing of Packages

COUNTY will provide CONTRACTOR with the following package types and other packages, as needed that are designated by COUNTY's Project Manager for document imaging and microfilm conversion services:

8.2.15.1 Booking Jackets (BJP)

8.2.15.2 Station Booking (SBP)

8.2.15.3 Incident Reports (IRP)

8.2.15.4 Loose Papers (LSP)

8.2.15.5 Microfilm Reels (MIC)

8.2.16 CONTRACTOR shall create indices for all imaged documents in accordance with the following specifications:

8.2.16.1 Booking Jackets and Station Booking packages may have **the following** 4 to 6 indices:

8.2.16.1.1 Booking number (7 numeric)

8.2.16.1.2 Booking date (mmddyyyy)

8.2.16.1.3 First Name\*

8.2.16.1.4 Last Name\*

8.2.16.1.5 Folder type (3 CHAR – values are BJP for Booking Jacket and SBP for Station Booking)

8.2.16.1.6 Document type (3 CHAR)



The information contained in the Booking Jacket Package from IRC or Station Booking Package may have bar codes, which may contain the information required for indexing.

8.2.16.2 Incident Report Packages may have the following 4 to 6 indices:

8.2.16.2.1 Uniform Report Number (URN)(15 CHAR)

8.2.16.2.2 Report date (mmdyyy)

8.2.16.2.3 First Name\*

8.2.16.2.4 Last Name\*

8.2.16.2.5 Folder type (3 CHAR) (Values are IRP for incident report)

8.2.16.2.6 Document type (3 CHAR)

8.2.16.3 Loose paper packages shall have the following indices:

8.2.16.3.1 Uniform Report Number (URN) (15 CHAR) or Booking Number (7 numeric)

8.2.16.3.2 Folder type (3 CHAR) (Values are LSP for loose papers)

8.2.16.3.3 Document type (3 CHAR)

8.2.16.4 Converted microfilm reels shall have the following indices:

8.2.16.4.1 Microfilm reel number

8.2.16.4.2 Microfilm frame number

8.2.16.4.3 Uniform Report Number (URN) (15 CHAR) or Booking Number

8.2.16.4.4 Retention

8.2.16.5 Other specified reports/pages that may have a maximum of two indices.

\* The VENDOR will always look on documents to use a person's name. However, in the event that only a business name is available, the Vendor will use "NONE" as the First and Last Name.

- 8.2.17 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.
- 8.2.18 In the event that County's stations and custodial facilities are not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor shall provide an index/transmittal sheet of documents in the particular box in the manner specified by and at the request of the County
- 8.2.19 Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.
- 8.2.20 CONTRACTOR shall create images and indices, which have formats and file naming conventions, which are fully compatible with and supported by Visiflow Connect as follows:
- 8.2.20.1 Image Documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by FTP, for use by the Visiflow system. The target FTP system will contain one (1) or more Image Document(s) and a single index file. Each Document Image File that is created must have an entry inserted into the Index Text File. This text file will contain a single line of index values for each and every Document Image File created by the CONTRACTOR and placed on the target FTP system. The index value should be a fixed length and separated by a delimiting character, such as a "PIPE" (|).
- 8.2.20.2 CONTRACTOR shall not use standard punctuation characters, such as comma or semi-colon. The last entry in the index line must represent the Document Image File location name. For example, if the Index File is located at the

root, and the Image Documents are in a sub directory named "IMAGES", the last parameter in the index line should read "\IMAGES\xxxxxxx.tif, where xxxxxxx.tif is the actual name of the Image Document. The target FTP system should be built to NOT use a directory structure; in other words, the single Index File and multiple Image Document Files should be placed in single directory structures off of the root.

8.2.20.3 Image Document Files should be created to TIFF Group 4 Multi-Page standards. Each package (Booking Jacket Package, Incident Report Package, and Station Booking Package) will contain one or more documents. Each document file will contain one or more pages related as a single entity. For example, a single Booking Jacket Package may contain multiple documents, each of which may contain multiple pages. A single document will represent a single image file on the Target FTP System and a single entry in the Index File.

8.2.20.4 Each folder at the folder level will contain indices based upon the folder type.

8.2.20.4.1 Booking Jacket and Station Booking Packages will contain one or more documents, each of which shall have a data value placed in the following index fields (indices):

8.2.20.4.1.1 Folder\_Type – 3 CHAR – values BJP, and SBP.

8.2.20.4.1.2 Document\_Type – 3 CHAR

8.2.20.4.1.3 Booking\_Number – 7 Numeric

8.2.20.4.1.4 Booking Date – mmddyy

8.2.20.4.1.5 Last Name

8.2.20.4.1.6 First Name

8.2.20.4.2 Incident Report documents shall have data values placed in the following index fields (indices):

8.2.20.4.2.1 Folder\_Type – 3 CHAR – values IRP

8.2.20.4.2.2 Document\_Type – 3 CHAR

8.2.20.4.2.3 Uniform Report Number (URN) (15 CHAR)

8.2.20.4.2.4 Report\_Date – mmddyyyy

8.2.20.4.3 Loose Paper documents shall have data values placed in the following index fields (indices):

8.2.20.4.3.1 Folder\_Type – 3 CHAR – values LSP

8.2.20.4.3.2 Document\_Type – 3 CHAR

8.2.20.4.3.3 Uniform Report Number (URN) (15 CHAR) and/or Booking Number (7 CHAR)

8.2.20.4.4 Microfilm reel conversion documents will have data values placed in the following index fields (indices):

8.2.20.4.4.1 Retention

8.2.20.4.4.2 Microfilm reel number

8.2.20.4.4.3 Microfilm frame number

8.2.20.4.4.4 Uniform Report Number (URN) (15 CHAR) or Booking number

8.2.21 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.2.17.

- 8.2.22 CONTRACTOR shall store this repository of images and indices on a computer server accessible by FTP, for use by the VisiFLOW system and shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide COUNTY online web access of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public and law enforcement document requests.
- 8.2.23 CONTRACTOR shall be solely responsible for all hardware, software and related professional services required for the complete process of creating, maintaining, transmitting, and receipt of data from the data repository by the County. These services shall also include software and hardware maintenance, including, but not limited to, any equipment and/or software upgrades and/or enhancements, and/or professional services.
- 8.2.24 CONTRACTOR shall provide COUNTY access to the file server, where scanned images are stored, on a 24/7 schedule and VENDOR must meet the security requirements of the COUNTY. Contractor shall, upon request by the County, provide copies of any images stored in this file server.
- 8.2.25 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY at the agreed upon fee. The Contractor shall transmit this data within 5 business days in the format specified by the County.
- 8.2.26 COUNTY shall import the data repository into the COUNTY's SIRRAS system on a regular basis as determined and specified by the County.

8.2.27 CONTRACTOR shall retain the data repository until notified by COUNTY.

8.2.28 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository into County system.

### 8.3 DISTRICT ATTORNEY DOCUMENTS

8.3.1 District Attorney documents to be imaged consist of several types of records, which include the following:

8.3.1.1 Felony Case File (FCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

8.3.1.2 Misdemeanor Case File (MCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

8.3.1.3 Investigation Case File (ICF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

8.3.2 Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. CONTRACTOR must separate these items from the Felony, Misdemeanor and Investigation Case Files and return them to the DA's Archive Facility on the next scheduled weekly document pick-up and return.

8.3.3 CONTRACTOR shall separate all photographs from the Felony, Misdemeanor and Investigation Case Files after the document has been imaged and verified, while CONTRACTOR will store the remaining portions of those records for destruction as instructed by the DA . All

photographs will be returned to the DA's Archive Facility on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.

8.3.4 CONTRACTOR shall store all District Attorney non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed and verified, commencing on the date of pick-up from County facilities by CONTRACTOR, or until the imaged record is successfully imported into District Attorney's Document Management System, whichever comes later.

8.3.5 CONTRACTOR shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to the CONTRACTOR. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provision in the Contract, Subparagraph 8.42.

8.3.6 District Attorney Document Imaging Preparation  
The current total monthly average workload totals about 1.5 million pages. The workload breakdown is as follows:

| Document Report         | Avg No. Boxes/Month | Avg.No. Packages/Box | Avg No Pages/Pkg<br>Avg No Image |
|-------------------------|---------------------|----------------------|----------------------------------|
| Felony Case File        | 1,220               | 30                   | 41                               |
| Misdemeanor Case File   | *                   | 40                   | 30                               |
| Investigation Case File | *                   | 80                   | 15                               |
| Loose Papers            | **                  | 1                    | 1,200                            |

- \* The District Attorney plans to image Felony Case Files as a first priority. Misdemeanor and Investigation Case Files may be imaged once all of the priority files have been processed.
- \*\* Boxes containing loose papers will be forwarded for imaging on an infrequent, as-needed basis.

8.3.7 Preparation of documents for imaging shall include but not be limited to the following:

- 8.3.7.1 Insert separator for each new case record;
- 8.3.7.2 Remove paper clips and/or staples;
- 8.3.7.3 Arrange papers if necessary;
- 8.3.7.4 Repair pages if torn, bent or otherwise damaged, if necessary;
- 8.3.7.5 Straighten pages;
- 8.3.7.6 Separate Case File Jackets from documents found in the file.

8.3.8 Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

8.3.9 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

8.3.10 Document Imaging and Document Enhancement  
CONTRACTOR shall image documents contained in the various packages according to the following specifications:

8.3.10.1 Documents shall be imaged at a minimum resolution of 200 DPI.

8.3.10.2 Image format shall be Group IV TIFF.

8.3.10.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All



images shall be clear and readable. CONTRACTOR shall not de-speckle cards containing fingerprints.

8.3.10.4 Both sides of documents shall be imaged, excluding blank pages. CONTRACTOR shall image the front, insides and back of all Case File Jackets.

8.3.10.5 CONTRACTOR shall index each record according to COUNTY's specifications.

8.3.10.6 CONTRACTOR shall verify all scanned images to ensure complete image capture.

8.3.10.7 CONTRACTOR shall de-skew and rotate images as necessary.

8.3.10.8 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.3.10.9 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.

### 8.3.11 Indexing of Packages

8.3.11.1 COUNTY will provide CONTRACTOR with the following package types and other packages, as needed that are designated by COUNTY's Project Manager for document imaging services:

8.3.11.1.1 Felony Case File (FCF)

8.3.11.1.2 Misdemeanor Case File (MCF)

8.3.11.1.3 Investigation Case File (ICF)

8.3.11.1.4 Loose Papers (LSP)

8.3.11.2 CONTRACTOR shall create indices for all imaged documents in accordance with the following specifications:

8.3.11.2.1 Felony and Misdemeanor Case File packages shall have a data value placed in the following index fields:

8.3.11.2.1.1 Defendant\_Last\_Name – 20 CHAR

8.3.11.2.1.2 Defendant\_First\_Name – 15 CHAR

8.3.11.2.1.3 DA\_Case\_Number – 8 Numeric

8.3.11.2.1.4 Court\_Case\_Number – 8 CHAR

8.3.11.2.1.5 Folder\_Type – 3 CHAR (FCF, MCF)

8.3.11.2.2 Investigation Case File packages will contain one or more documents, each of which shall have a data value placed in the following index fields:

8.3.11.2.2.1 Investigation\_File\_Number – 12 CHAR

8.3.11.2.2.2 Investigator\_Last\_Name – 20 CHAR

8.3.11.2.2.3 Investigator\_First\_Name/Initial – 15 CHAR

8.3.11.2.2.4 Date\_Closed – mmddyyyy

8.3.11.2.2.5 Date\_Reopened - mmddyyyy

8.3.11.2.2.6 Folder\_Type – 3 CHAR (ICF)

8.3.11.2.3 Loose Paper documents shall have data values placed in the following index fields:

8.3.11.2.3.1 Defendant\_First\_Name – 20 CHAR

- 8.3.11.2.3.2 Defendant Last\_Name – 15 CHAR
- 8.3.11.2.3.3 DA\_Case\_Number – 8 Numeric (If folder type = FCF or MCF)
- 8.3.11.2.3.4 Court\_Case\_Number – 8 CHAR (If folder type = FCF or MCF)
- 8.3.11.2.3.5 Investigation\_File\_Number – 12 CHAR (If folder type = ICF)
- 8.3.11.2.3.6 Folder\_Type – 3 CHAR (FCF, MCF, ICF)

8.3.12 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

8.3.13 In the event that DISTRICT ATTORNEY staff are not able to produce an index/transmittal sheet of all packages sent to CONTRACTOR, CONTRACTOR may produce an index/transmittal sheet of documents in the particular box.

8.3.14 Upon completion of the indexing process, including verification, CONTRACTOR will separate returned documents from non-returned documents.

8.3.15 CONTRACTOR shall create images and indices according to the following specifications:

8.3.15.1 Imaged documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.

8.3.15.2 Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Felony, Misdemeanor, and Investigation Case Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Felony Case File Package may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. CONTRACTOR will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

8.3.15.3 CONTRACTOR will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different.

8.3.15.4 Each folder at the folder level will contain indices based upon the folder type.

8.3.16 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.3.11.

8.3.17 CONTRACTOR shall store this repository of images and indices on a computer server accessible by FTP which shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide

COUNTY online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public document requests.

8.3.18 CONTRACTOR shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

8.3.19 CONTRACTOR shall provide COUNTY on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.

8.3.20 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY.

8.3.21 COUNTY shall import the data repository into the COUNTY's system on a regular basis.

8.3.22 CONTRACTOR shall retain the data repository for a minimum of thirty (30) days after the COUNTY has imported the data repository.

8.3.23 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository.

#### 8.4 PROBATION DEPARTMENT DOCUMENTS

8.4.1 Probation will provide CONTRACTOR with the following documents to be imaged:

8.4.1.1 Pretrial Packets (PRP) from Pretrial Services Division consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms.

8.4.1.2 Probation's Budget and Fiscal Files consist of a file folder with fasteners containing information regarding the restitution/reimbursement requirements of a defendant/minor.

8.4.1.2.1 An Adult Restitution File (ARF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator.

8.4.1.2.2 A Juvenile Restitution File (JRF) may include, but is not limited to, the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness,

finishes, and color. Folder cover containing tab displaying the Probation Identifier is to be imaged for use as a record separator.

8.4.1.2.3 A Juvenile Reimbursement File (JRB) may include, but is not limited to, the file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, Financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. Folder cover containing tab displaying the Account Number is to be imaged for use as a record separator.

8.4.1.3 Adult Probation Files (APF) from Central Records contain documents that may include, but are not limited to, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Folder cover containing Probation Identifier to be imaged as a record separator.

8.4.1.4 Juvenile Probation Files (JPF) from Central Records contain documents that may include, but are not limited to, the file

folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer print-outs, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Manila folder cover containing Probation Identifier to be imaged as a record separator.

8.4.2 Probation will provide CONTRACTOR with the following Microfilm reels to be converted to images. Microfilm reel conversion documents consist of 36,000 reels of standard sized microfilm (See details under section 8.4.8 Microfilm Conversion.)

8.4.2.1 Adult Probation Microfilm (APM)

8.4.2.2 Pretrial Services Microfilm (PRM)

8.4.2.3 Adult Financial Services Microfilm (AFM)

8.4.2.4 Juvenile Financial Services Microfilm (JFM)

8.4.2.5 Juvenile Reimbursement Microfilm (JRM)

8.4.3 Probation Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, etc. CONTRACTOR must separate these items from the folders/packets during imaging and return them following imaging to the folder/packet for return to the Probation Department.

8.4.4 Probation Document Imaging Preparation

The current monthly average workload from all Probation sites totals about 950,000 pages and breaks down as follows:

| Document/Folder File Type | # Microfilm Reels/Folder File Type | Avg No. Boxes/Month | Avg.No. Packages/Box | Avg No Pages/Pkg Avg No Image |
|---------------------------|------------------------------------|---------------------|----------------------|-------------------------------|
|---------------------------|------------------------------------|---------------------|----------------------|-------------------------------|



|                                    |                  |      |     |     |
|------------------------------------|------------------|------|-----|-----|
| Pretrial Packets -PRP              | 5,156 – PRM      | 40   | 300 | 6   |
| Adult Probation Files - APF        | 28,380 – APM     | 240  | 30  | 54  |
| Juvenile Probation Files - JPF     | *                | 240  | 15  | 100 |
| Adult Restitution Files - ARF      | 1,188 – AFM      | 16.5 | 45  | 131 |
| Juvenile Restitution Files - JRF   | 1,028 – JFM, JRM | 13.5 | 55  | 110 |
| Juvenile Reimbursement Files – JRB |                  | 1.5  | 50  | 55  |

\* Juvenile Probation Files have never been microfilmed therefore there are no microfilm records to convert.

8.4.5 Contractor shall employ a computerized production tracking methodology that can provide user with batch/box location within the complete capture through release process. When requested, contractor shall produce queries showing the files currently in their possession as well as files that have already been scanned.

8.4.6 Preparation of documents for imaging shall include but not be limited to the following:

8.4.6.1 Insert separator for each new record/file;

8.4.6.2 Remove fasteners, paper clips and/or staples;

8.4.6.3 Repair pages if torn, bent or otherwise damaged, if necessary;

8.4.6.4 Straighten pages;

8.4.6.5 Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

8.4.7 CONTRACTOR shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

8.4.8 Microfilm Conversion

CONTRACTOR shall provide the following Microfilm conversion services:

- 8.4.8.1 All original microfilm will be handled in accordance to industry standards to preserve the archival quality of each record. All film shall be inspected, cleaned and repaired as necessary.
- 8.4.8.2 CONTRACTOR shall scan all microfilm images to CCITT Group IV TIFF format standard at the requisite 200 DPI or higher, excluding blank pages.
- 8.4.8.3 CONTRACTOR shall index each record according to COUNTY's specifications.
- 8.4.8.4 CONTRACTOR shall verify all scanned images to ensure complete image capture.
- 8.4.8.5 CONTRACTOR shall de-skew and rotate images as necessary.
- 8.4.8.6 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.4.8.7 CONTRACTOR shall provide ongoing support for the entire microfilm conversion project.
- 8.4.8.8 CONTRACTOR shall convert each reel of microfilm into individual files. This will be accomplished by locating the "manila folder image" as a record separator, and converting all the related microfilmed images, prior to the next record separator found, as part of a single file. Each record separator will begin a new image file.

#### 8.4.9 Document Imaging and Document Enhancement

CONTRACTOR shall image documents contained in the various packages according to the following specifications:

- 8.4.9.1 Documents shall be imaged at minimum resolution of 200 DPI.
- 8.4.9.2 Image format shall be Group IV TIFF.
- 8.4.9.3 Image enhancements shall include but not be limited to edging, line removal, de-skewing and de-speckling. All images shall be clear and readable. CONTRACTOR shall not de-speckle cards containing fingerprints.
- 8.4.9.4 Each electronic file shall support an unlimited number of images.  
Example: 100 pages equal 100 images that will be converted to one electronic file.
- 8.4.9.5 Both sides of documents and all sides of file folders shall be imaged, excluding blank pages/sides.
- 8.4.9.6 CONTRACTOR will be required to create the image files (including the converted microfilm images) and associated index files according to a published "msb" (mass scan batch) format used by Kofax for scan batch" file as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. The use of this format results in a standard ASCII batch file and may be comma delimited.
- 8.4.10 CONTRACTOR shall verify all scanned images to ensure complete image capture.
- 8.4.11 CONTRACTOR shall de-skew and rotate images as necessary.

- 8.4.12 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.
- 8.4.13 Final Image files must be identified, labeled and indexed to facilitate location of image.
- 8.4.14 CONTRACTOR's Project Manager shall coordinate all pick-up and delivery of source media and converted data.
- 8.4.15 Indexing of Files, Packets, Converted Microfilm Reels
  - 8.4.15.1 COUNTY will provide CONTRACTOR with the following file and packet types :
    - 8.4.15.1.1 Adult Probation Folders (APF)
    - 8.4.15.1.2 Juvenile Probation Folders (JPF)
    - 8.4.15.1.3 Adult Restitution File (ARF)
    - 8.4.15.1.4 Juvenile Restitution File (JRF)
    - 8.4.15.1.5 Juvenile Reimbursement File (JRB)
    - 8.4.15.1.6 Pretrial Packet (PRP)
  - 8.4.15.2 COUNTY will provide CONTRACT with the following microfilm types:
    - 8.4.15.2.1 Adult Probation Microfilm (APM)
    - 8.4.15.2.2 Pretrial Services Microfilm (PRM)
    - 8.4.15.2.3 Adult Financial Services Microfilm (AFM)
    - 8.4.15.2.4 Juvenile Financial Services Microfilm (JFM)
    - 8.4.15.2.5 Juvenile Reimbursement Microfilm (JRM)
- 8.4.16 CONTRACTOR shall create indices for all imaged documents, in accordance with the following specifications:

8.4.16.1 Central Records – Adult Probation Folders shall be indexed using:

8.4.16.1.1 Folder\_Type – 3 Char (value = APF)

8.4.16.1.2 Probation\_Identifier – 9 Char (Adult X-Number value= X in first position followed by 8 numerics)

8.4.16.1.3 Last\_Name\* - 20 Char

8.4.16.1.4 First\_Name\* - 15 Char

8.4.16.1.5 Court\_Case\_Number – 8 Char

8.4.16.2 Central Records -- Juvenile Probation Folders shall be indexed using:

8.4.16.2.1 Folder\_Type – 3 Char (value = JPM)

8.4.16.2.2 Probation\_Identifier – 8 Char (Juvenile PDJ Number value= P or 0 (zero) in first position followed by 7 numerics)

8.4.16.2.3 Juvenile Automated Index Number (JAIN) – 8 Char

8.4.16.2.4 Last\_Name\* - 20 Char

8.4.16.2.5 First\_Name\* - 15 Char

8.4.16.2.6 Court\_Case\_Number – 8 Char

8.4.16.3 Central Records – Adult Probation Microfilm reels shall be indexed using:

8.4.16.3.1 Folder\_Type – 3 Char (value = APM)

8.4.16.3.2 Probation\_Identifier - 9 Char (Adult X-Number value= X in first position followed by 8 numerics)

8.4.16.3.3 Last\_Name\* - 20 Char

8.4.16.3.4 First\_Name\* -15 Char

8.4.16.3.5 Court\_Case\_Number – 8 Char

8.4.16.4 Pretrial Services packets shall be indexed using:

- 8.4.16.4.1 Folder\_Type – 3 Char (value = PRP)
- 8.4.16.4.2 PT\_Application\_Number - 11 Char
- 8.4.16.4.3 Last\_Name\* - 20 Char
- 8.4.16.4.4 First\_Name\* - 15 Char

8.4.16.5 Pretrial Microfilm Reels shall be indexed using:

- 8.4.16.5.1 Folder\_Type – 3 Char (value = PRM)
- 8.4.16.5.2 PT\_Application\_Number\_on\_Reel – 11 Char
- 8.4.16.5.3 Last\_Name\* – 20 Char
- 8.4.16.5.4 First\_Name\* – 15 Char

8.4.16.6 Budget and Fiscal Services Adult Restitution files shall be indexed using:

- 8.4.16.6.1 Folder\_Type – 3 Char (value=ARF)
- 8.4.16.6.2 Probation\_Identifier - 9 Char (Adult X-Number value=X in first position followed by 8 numerics)
- 8.4.16.6.3 CARS\_TTC\_ACCT\_Nmbr – 8 Char
- 8.4.16.6.4 Last\_Name\* - 20 Char
- 8.4.16.6.5 First\_Name\* - 15 Char
- 8.4.16.6.6 Court\_Case\_Number – 8 Char

8.4.16.7 Budget and Fiscal Services Juvenile Restitution files shall be indexed using:

- 8.4.16.7.1 Folder\_Type – 3 Char (value=JRF)
- 8.4.16.7.2 CRS\_Document\_Number - 12 Char
- 8.4.16.7.3 Probation\_Identifier – 8 Char (Juvenile PDJ Number value=P or 0 (zero) in first position followed by 7 numerics)
- 8.4.16.7.4 Last\_Name\* - 20 Char
- 8.4.16.7.5 First\_Name\* - 15 Char
- 8.4.16.7.6 Court\_Case\_Number – 8 Char

8.4.16.8 Budget and Fiscal Services Juvenile Reimbursement Files shall be indexed using:

- 8.4.16.8.1 Folder\_Type – 3 Char (value=JRB)
- 8.4.16.8.2 CARS\_TTC\_ACCT\_Nmbr – 8 Char
- 8.4.16.8.3 Probation\_Identifier – 8 Char (Juvenile PDJ Number value=P or 0 (zero) in first position followed by 7 numerics)
- 8.4.16.8.4 Last\_Name\* – 20 Char
- 8.4.16.8.5 First\_Name\* – 15 Char
- 8.4.16.8.6 Court\_Case\_Number – 8 Char

8.4.16.9 Budget and Fiscal Services Adult Financial Microfilm reel conversion documents shall be indexed using:

- 8.4.16.9.1 Folder\_Type – 3 Char (value =AFM)
- 8.4.16.9.2 Probation\_Identifier - 9 Char (Adult X-Number value=X in first position followed by 8 numerics)
- 8.4.16.9.3 CARS\_TTC\_ACCT\_Number – 8 Char
- 8.4.16.9.4 Last\_Name\* – 20 Char
- 8.4.16.9.5 First\_Name\* – 15 Char
- 8.4.16.9.6 Court\_Case\_Number – 8 Char

8.4.16.10 Budget and Fiscal Services Juvenile Financial Microfilm reel conversion documents shall be indexed using:

- 8.4.16.10.1 Folder\_Type – 3 Char (value =JFM)
- 8.4.16.10.2 CRS\_Document\_Number - 12 Char
- 8.4.16.10.3 Probation\_Identifier - 8 Char (Juvenile PDJ Number value=P or 0 (zero) in first position followed by 7 numerics)
- 8.4.16.10.4 Last\_Name\* – 20 Char
- 8.4.16.10.5 First\_Name\* – 15 Char
- 8.4.16.10.6 Court\_Case\_Number – 8 Char

8.4.16.11 Budget and Fiscal Services Juvenile Reimbursement

Microfilm reel conversion documents shall be indexed using:

8.4.16.11.1 Folder\_Type – 3 Char (value =JRM)

8.4.16.11.2 CARS\_TTC\_ACCT\_Number – 8 Char

8.4.16.11.3 Probation\_Identifier - 8 Char (Juvenile PDJ  
Number value=P or 0 (zero) in first position

8.4.16.11.4 Last\_Name\* – 20 Char

8.4.16.11.5 First\_Name\* – 15 Char

8.4.16.11.6 Court\_Case\_Number – 8 Char

- \* The VENDOR will always look on documents to use a person's name. In the event that only a business name is available, the Vendor will index using First and Last Name as on document.

8.4.17 CONTRACTOR shall verify all index information to ensure accurate retrieval of the imaged data.

8.4.18 During the indexing process, CONTRACTOR shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

8.4.19 In the event that PROBATION staff are not able to produce an index/transmittal sheet of all packages sent to CONTRACTOR, CONTRACTOR may produce an index/transmittal sheet of documents in the particular box.

8.4.20 Upon completion of the indexing process, including verification, CONTRACTOR will separate returned documents from non-returned documents.



8.4.21 CONTRACTOR shall create images and indices according to the following specifications:

8.4.21.1 Imaged documents and associated index information created for COUNTY shall be placed on the CONTRACTOR's secured server accessible by secured FTP. This server must have an internet connection equivalent to T1 or better located behind a firewall. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.

8.4.21.2 Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Arrest Report, Court Report, Case File, and Financial Collections Files) will contain one or more documents. Each document will contain one or more pages related as a singled entity. For example, a single Case File may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. CONTRACTOR will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

8.4.21.3 CONTRACTOR will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by the COUNTY; the format specifics will be provided to CONTRACTOR before work commences. An example is the "msb" format used by Kofax or another "mass scan batch" file, though the actual convention used may be different. This

format is used to import data to Probation's PEDMS document storage library.

8.4.21.4 Each folder at the folder level will contain indices based upon the folder type.

8.4.22 CONTRACTOR shall develop a software database repository of images and indices in a format as specified in Subsection 8.4.16.

8.4.23 CONTRACTOR shall store this repository of images and indices on a secured computer server accessible by secure FTP which shall be accessible and importable via on-line and/or on-line Internet secured access to the COUNTY. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.

8.4.24 The CONTRACTOR shall make the repository available to the COUNTY upon request. CONTRACTOR shall also provide COUNTY online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to the COUNTY due to the importation/validation process, for the sole purpose of meeting public document requests.

8.4.25 CONTRACTOR shall be solely responsible for all hardware, software and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

8.4.26 CONTRACTOR shall provide COUNTY on-line and/or Internet secured access to the data repository on a twenty-four (24) hours a day, seven (7) days a week basis.

- 8.4.27 CONTRACTOR shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from COUNTY.
- 8.4.28 COUNTY shall import the data repository into the COUNTY's system on a regular basis.
- 8.4.29 CONTRACTOR shall retain the data repository for a minimum of thirty (30) days after the COUNTY has imported the data repository.
- 8.4.30 CONTRACTOR shall provide all information, support and assistance necessary for the importation of the data repository.

## 8.5 RESCANNING DOCUMENTS

- 8.5.1 Images that do not meet quality standards are taken out of the regular imaging and scanning queues and placed in the rescanning area.
- 8.5.2 The original hard copy documents are retrieved from the appropriate box.
- 8.5.3 The scanners will be adjusted to accommodate the individual documents and scanned.
- 8.5.4 All rescanned images are verified and returned to the indexing area.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Technical Exhibit 2, lists the required services that will be monitored by the COUNTY during the term of this Contract.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly

and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

When the CONTRACTOR'S performance does not conform with the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

9.1 CORRECTIVE ACTION PLAN

Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.2 PAYMENT OPTIONS

Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the PRS.

9.3 CONTRACT OPTIONS

REDUCE, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.4 COMPLIANCE FAILURE

Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.39, Termination for Convenience.

## LOS ANGELES COUNTY PRICE SHEET

### A. FIXED PRICE FOR DOCUMENT IMAGING SERVICES

Contractor's base fixed price for the following document imaging services. No other costs or out-of-pocket expenses are covered in this agreement. Payments shall be made on the invoices for approved deliverables.

All required hardware, software, materials, other costs or out-of-pocket expenses and Contractor's site expenses for the document imaging services shall be provided by the CONTRACTOR in the base fixed price.

CONTRACTOR negotiated unit price for imaging on a per service basis. This unit price quote shall include the cost for meeting all requirements of this RFP, unless otherwise provided for herein, including but not limited to, document preparation, imaging, enhancing the image, indexing (as defined in Sections 8.2.16, 8.3.11.2 and 8.4.16 of the SOW), microfilm conversion, uploading into County Systems, online availability/storage and downloading onto CD's/DVD's.

| SECTION   | PRICE COMPONENT   | PRICE  |             |             |
|-----------|---|--|-------------|-------------|
|           |   | 0 Indices  | 1-3 Indices | 4-6 Indices |
| Exhibit A | Cost per Image  | .037   | .037        | .045        |
| Exhibit A | Cost per Scanned, Imaged, Indexed and Uploaded Microfilm Reel (Please Specify Volume Discounts)       | .037   | .037        | .045        |
| Exhibit A | Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation | \$5.00 per CD<br>\$20.00 per DVD   |             |             |
| Exhibit A | Cost for Direct Web Access to Images Pending Importation  | Included   |             |             |
| Exhibit A | Cost Per Document Search Prior to Image Availability Above 25 Search Requests per Week                | \$5.00 per Request   |             |             |
| Exhibit A | Cost per Index/Transmittal Sheet Created for Box Arriving Without One                                 | \$10.00 per Transmittal  |             |             |
| Exhibit A | Monthly Cost per Box for Storage  | \$.40 per box for first six months<br>\$.50 per box for storage seven months and greater |             |             |
| Exhibit A | Cost per lb. for Document Destruction   | \$.21 per pound  |             |             |

Failure of the Contractor to propose costs by using this price sheet in the form and format specified may be basis for rejection of the Contractor's proposal response. The determination of such shall be made by the County, at its sole discretion.

***CONTRACTOR'S PROPOSED SCHEDULE***







## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

---



---

 Address
 

---



---

 Internal Revenue Service Employer Identification Number
 

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### 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Felix Basadre  
Title: Assistant Director, Information Systems Advisory Body  
Address: 12750 Center Court Drive Suite 500 Cerritos CA  
Telephone: 562-403-6505  
Facsimile: 562-809-3049  
E-Mail Address: fbasadre@isab.co.la.ca.us

### COUNTY PROJECT MANAGER (District Attorney):

Name: Lynn Vodden  
Title: Chief Information Officer  
Address: 12750 Center Court Drive Suite 500 Cerritos CA  
Telephone: 562-403-6605  
Facsimile: 562-402-4460  
E-Mail Address: lvodden@da.co.la.ca.us

### COUNTY CONTRACT PROJECT MANAGER (Sheriff):

Name: Guninder Singh  
Title: Assistant Director, Public and Law Enforcement Services  
Address: 12440 E. Imperial Hwy Suite 400W Norwalk CA  
Telephone: 562-465-7810  
Facsimile: 323-415-2546  
E-Mail Address: GKSingh@lasd.org

### COUNTY CONTRACT PROJECT MANAGER (Probation):

Name: Zandra Carruthers  
Title: Director, Central Records Section  
Address: 500 West Temple St. Room 180 Los Angeles CA  
Telephone: 213-974-9035  
Facsimile: 213-229-0640  
E-Mail Address: zcarruthers@probation.org

## CONTRACTOR'S ADMINISTRATION

EiStrem Inc.  
CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

### CONTRACTOR'S PROJECT MANAGER:

Name: Victoria Biediger  
Title: Senior Project Manager  
Address: 10537 Gulfdale Drive  
San Antonio, TX 78216  
Telephone: 210-826-5501  
Facsimile: 210-826-5819  
E-Mail Address: vicki.biediger@eistream.com

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: William Whiting  
Title: Senior Vice President  
Address: 10537 Gulfdale Drive  
San Antonio, TX 78216  
Telephone: 210-826-5501  
Facsimile: 210-826-5819  
E-Mail Address: william.whiting@eistream.com

Name: Elvin "Bo" Bowman  
Title: Vice President  
Address: 10537 Gulfdale Drive  
San Antonio, TX 78216  
Telephone: 210-826-5501  
Facsimile: 210-826-5819  
E-Mail Address: bo.bowman@eistream.com

Notices to Contractor shall be sent to the following address:

Address: 10537 Gulfdale Drive  
San Antonio, TX 78216  
Telephone: 210-826-5501  
Facsimile: 210-826-5819  
E-Mail Address: william.whiting@eistream.com

**FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT
  
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**CONTRACT FOR  
DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

eiStream

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name Elvin "Bo" Bowman

**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 eiStream Contract No. \_\_\_\_\_

Employee Name Elvin "Bo" Bowman

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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: 11/23/04

PRINTED NAME: Elvin "Bo" Bowman

POSITION: Vice President

**CONTRACT FOR  
DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

eiStream

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name Douglas P. Allen

**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

DP Allen

Contractor Name eiStream

Contract No. \_\_\_\_\_

Employee Name Douglas P. Allen

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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: 11/23/2014

PRINTED NAME: Douglas P Allen

POSITION: Business Development Manager



**CONTRACT FOR  
DOCUMENT IMAGING AND MICROFILM CONVERSION SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

eiStream

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name Victoria Biediger

**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

VB

Contractor Name eiStream Contract No. \_\_\_\_\_

Employee Name Victoria Biediger

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.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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: Victoria Biediger DATE: 11/23/04

PRINTED NAME: Victoria Biediger

POSITION: Senior Project Manager

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**SAFELY SURRENDERED BABY LAW**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

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

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

### ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### ¿Cómo funciona?

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

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### ¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### ¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### ¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### ¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*

## AGREEMENT CONTRACTOR'S OBLIGATIONS UNDER 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 to the terms of this Exhibit N.

### 1.0 DEFINITIONS

- 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.
- 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).
- 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.
- 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.

- 1.5 “Services” has the same meaning as in this Agreement.
- 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.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

## **2.0 OBLIGATIONS OF CONTRACTOR**

- 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 Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;
  - (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.

- 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.
- 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:

Chief Information Office Privacy Officer  
213-974-2166

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

- 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.
- 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.
- 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.
- 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.
- 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 Sub-section 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 Sub-section 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 Sub-section 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.

### **3.0 OBLIGATION OF COUNTY**

- 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.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. Contractor's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 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.



#### 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.

#### **5.0 MISCELLANEOUS**

- 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.
- 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 Exhibit N.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.
- 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.
- 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.
- 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.