

SKYE PATRICK
Library Director



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 August 9, 2022

CELIA ZAVALA
EXECUTIVE OFFICER

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

Dear Supervisors:

AWARD A CONTRACT FOR ADMINISTRATIVE SERVICES RELATED TO THE SCHOOLS AND LIBRARIES PROGRAM (E-RATE PROGRAM) FOR LA COUNTY LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approve the proposed contract with Sutherland Consulting Group, Inc. (Contractor) to provide administrative services related to the schools and libraries program (E-rate Program) for LA County Library in response to a Request for Proposal (RFP) released on March 7, 2022

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, Section 15378.
2. Approve the award of a contract to Sutherland Consulting Group, Inc. to provide administrative services related to the schools and libraries program (E-rate Program) to LA County Library and instruct the Chair to sign a contract with Sutherland Consulting Group, Inc. for a period of five (5) years, with one (1) one-year renewal option, and month-to-month extensions not to exceed a total of six (6) months, at a total contract sum not to exceed \$1,430,000 for the six (6) years and six (6) months under the proposed contract. The contract will become effective upon your Board's approval.
3. Approve and delegate authority to the County Librarian, or designee, to approve unanticipated work within the scope of the contract.

4. Approve and delegate authority to the County Librarian, or designee, to execute amendments to exercise one (1) one-year renewal option and month-to-month extensions not to exceed six (6) months under the terms of the contract.

5. Approve and delegate authority to the County Librarian, or designee, to execute amendments to modify the terms of the Statement of Work that do not materially alter the contract, and/or add/change certain terms and conditions in the contract, as may be required by the Board or Chief Executive Office and to adjust the Contractor's annual fee included in the annual contract sum due to such changes, if any.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 1996, Congress mandated a program to make telecommunications and information services more affordable for schools and libraries in the United States. As a result, the Federal Communications Commission (FCC) implemented the Schools and Libraries Program, also known as the E-rate Program which provides discounted telecommunications, Internet access, and internal connections to eligible schools and libraries through reimbursement from the Universal Service Administration Company (USAC).

Although the E-rate Program has helped many schools and libraries, the process has proven to be complex, time consuming and confusing. The complexity of the E-rate program has resulted in many entities hiring consultants to address the program's specialized tasks and requirements. In addition to these challenges, Library does not have technical expertise or support to navigate eligibility requirements, regulatory compliance, and the filing of applications and appeals, to secure E-rate funding.

On May 2, 2017, your Board delegated authority to the County Librarian to enter into an agreement with the Southern California Library Cooperative (SCLC) and, utilizing Library's existing SCLC membership, to allow SCLC to act as the Library's administrative intermediary as it relates to maximizing reimbursement of the E-rate Program. On January 8, 2018, Library executed an agreement with SCLC. SCLC is no longer able to provide E-rate Program services for the Library and the contract will terminate upon execution of this proposed contract.

Since the inception of the E-rate Program, Library has collected \$5,000,000 in E-rate Program reimbursements which has allowed the Library to implement network upgrades to provide faster, more reliable internet access to Library customers. Through the E-rate Program, Library is also eligible to receive continued discounts on telecommunications, telecommunications services, and Internet access, up to 90% of costs.

On March 7, 2022, LA County Library released a Request for Proposals for administrative services for the E-rate Program. On March 31, 2022, LA County Library received one proposal, from Sutherland Consulting Group, Inc. The proposal was evaluated to ensure that Sutherland Consulting Group Inc. was a responsive and responsible proposer.

Approval of the recommended actions will ensure continued federally subsidized upgrades of the broadband connection and continued services for all County libraries offered by the E-rate Program. The recommended contract will become effective upon your Board's approval.

The total contract amount will not exceed \$1,430,000 over the six (6) years and six (6) months of this

contract.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities; and Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, Objective III.2.1, Enhance Information Technology Platforms to Securely Share and Exchange Data, Objective III.2.2, Leverage Technology to Increase Visibility of and Access to Services, and Objective III.2.3, Prioritize and Implement technology Initiatives That Enhance Service Delivery and Increase Efficiency. The recommended actions support the Strategic Plan by providing ongoing contractual administrative services for the E-rate Program which supports the operations of LA County Library by providing discounted telecommunications, Internet access, and internal connections to all LA County Libraries.

FISCAL IMPACT/FINANCING

LA County Library anticipates a maximum expenditure of \$1,430,000 over the six (6) years and six (6) months under the proposed contract. For the first two years expenditures for this contract will be fully offset by the E-rate Program, resulting in a net zero cost to the County. Due to a depletion of FCC reimbursements, for the remaining years of the contract funding will be included in the Library's Operating Fund, supported by projected property tax growth.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract with SCLC will terminate upon execution of the proposed contract.

The Board is authorized to approve this contract pursuant to Government Code Section 31000. This RFP was exempt from Proposition A because the services are part-time and intermittent.

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code, proposals were solicited for the provision of administrative services for the E-rate Program. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest.

On final analysis and consideration of the awards, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

The proposed contract contains a provision, (which the recommended contractor agrees), that requires the contractor to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contract. The recommended contractor further agrees to comply with all County standard terms and conditions, including indemnification and insurance requirements, Child Support Compliance Program, Defaulted Property Tax Reduction Program, Jury Service Program and the Safely Surrendered Baby Law.

The recommended contract with Sutherland Consulting Group, Inc. shall commence upon the Board's approval, for a five (5) year term, with one (1) one-year and six (6) month-to-month extensions at the option of LA County Library in accordance with the Term of the Contract, for a maximum term of five (6) years and six (6) months. The Contractor is in compliance with all Board,

CEO, and County Counsel requirements. Additionally, the contract contains performance standards, including liquidated damages for substandard and/or non-performance.

The attached contract with Sutherland Consulting Group, Inc. (Attachment B) has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

CONTRACTING PROCESS

On March 7, 2022, LA County Library released a Request for Proposals for administrative services for the E-rate Program. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment A). Advertisements were placed in the Los Angeles Times, Long Beach Press Telegram, and San Gabriel Valley Tribune.

On March 7, 2022, LA County Library received one proposal, from Sutherland Consulting Group. This proposal was evaluated utilizing the informed averaging scoring method and rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; and cost. All related evaluation materials and scoring documents were retained. LA County Library also reviewed available resources to assess the recommended contractors' past performance.

Sutherland Consulting Group, Inc. met all the minimum RFP requirements and its proposal was complete and detailed. The proposal clearly demonstrated that Sutherland Consulting Group, Inc. has a good understanding of the scope of work to be performed and the complexity of LA County Library's service requirements. Sutherland Consulting Group, Inc. has verifiable experience with the E-rate Program as required by LA County Library.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of this service contract will allow LA County Library to continue the ongoing administrative services related to the E-rate Program for LA County Library by providing discounted telecommunications, Internet access, and internal connections to all LA County Libraries.

CONCLUSION

Please return to LA County Library two fully conformed copies of the contract with original signatures.

If there are any questions or there is a need for additional information, please contact me at (562) 940-8400.

The Honorable Board of Supervisors

8/9/2022

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Skye Patrick". The signature is stylized and cursive.

SKYE PATRICK

County Librarian

SP

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller



lacounty.gov

Home (/LACoBids/)

+ Solicitation Information

Solicitation Number:	461-22-01		
Title:	Administrative Services Related to the Schools and Library Program (E-Rate Program)		
Department:	Public Library		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING SERVICES - ADMINISTRATIVE		
Description:	<p>LA County Library is releasing one (1) Request for Proposals (RFP) for the solicitation of proposals from qualified organizations interested in providing Administrative Services related to the Schools and Library Program (E-Rate Program). The deadline for submitting proposals is no later than 10:00 a.m., Pacific Standard Time (PST) on Thursday, March 31, 2022.</p> <p style="text-align: right;">Less</p>		
Open Day:	3/7/2022	Closed Date:	3/31/2022 10:00:00 AM
Contact Name:	Leticia Isunza	Contact Phone:	(562) 459-6770
Contact Email:	lisunza@library.lacounty.gov		
Notice of Intent to Award (0) :	<p>+ Click here to view notice intent to award list.</p>		
Solicitation Award (0) :	<p>+ Click here to view award list.</p>		
Last Changed On:	3/7/2022 9:19:56 AM		
Attachment File (2) :	<p>+ Click here to download attachment files.</p>		



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SUTHERLAND CONSULTING GROUP, INC.

FOR

ADMINISTRATIVE SERVICES

RELATED TO THE SCHOOLS AND LIBRARIES PROGRAM

(E-RATE PROGRAM)

79309

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SUTHERLAND CONSULTING GROUP, INC.
FOR
ADMINISTRATIVE SERVICES
RELATED TO THE SCHOOLS AND LIBRARIES PROGRAM
(E-RATE PROGRAM)**

This Contract (“Contract”) made and entered into this 9th day of August, 2022 by and between the County of Los Angeles, hereinafter referred to as “County” and Sutherland Consulting Group, Inc., hereinafter referred to as “Contractor”. Sutherland Consulting Group, Inc. is located at 2400 N. Lincoln Avenue, Altadena, CA 91001.

RECITALS

WHEREAS, in 1996, Congress mandated a program to make telecommunications and information services more affordable for schools and libraries in the United States. The Federal Communications Commission (FCC) implemented the Schools and Libraries Program, also known as the E-rate Program, which provides discounted telecommunications, Internet access, and internal connections to eligible schools and libraries through reimbursement from the Universal Service Fund (USF). The goal of USF is to promote the availability of quality services at just, reasonable, and affordable rates and to increase access to advanced telecommunications services throughout the nation and advance the availability of such services to all consumers, including those in low income, rural, and high costs areas, at rates reasonably comparable to those charged in urban areas; and

WHEREAS, the County may contract with private businesses for specialized Administrative Services related to the Schools and Libraries Program (E-rate Program) when certain requirements are met; and

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WHEREAS, the Contractor is a private firm capable of providing specialized Administrative Services related to the Schools and Libraries Program (E-rate Program); and

WHEREAS, on July 12, 2022, the Board of Supervisors (Board) authorized and delegated authority to the County Librarian to execute a contract with the Contractor for Administrative Services related to the Schools and Libraries Program (E-rate Program); and

WHEREAS, this Contract is therefore authorized under Government Code Sections 23005 and 31000, to enter into contracts for such specialized consulting services; and

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - E-Rate Program Guidelines
- 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 - Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H - Jury Service Ordinance

1.9 Exhibit I - Safely Surrendered Baby Law

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1, Amendments and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

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

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

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

2.1.1.4 County: County of Los Angeles

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

2.1.1.7 County's Project Manager: Person designated by County's Project Director to manage the operations under this contract.

2.1.1.8 County Librarian: Head of the LA County Library.

- 2.1.1.9 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Department:** LA County Library.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **Library:** LA County Library
- 2.1.1.14 **Statement of Work (SOW):** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.15 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.16 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

3 WORK

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

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2 The County shall have the sole option to extend this Contract term for up to one (1) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

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

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The maximum annual Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the services specified herein in accordance with Exhibit B (Pricing Schedule) and will not exceed an amount of **\$220,000.00** each year of the Contract consisting of a maximum amount of **\$200,000.00** for services and **\$20,000.00** for unanticipated work as authorized in Section 14.0 (Unanticipated Work), of Exhibit A (Statement of Work), with a maximum amount of **\$1,430,000.00** over the complete term of the contract as set forth on Paragraph 4, Term of Contract. The Contractor will be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Section 8.1 (Amendments).

5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

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

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

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

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

5.5.5 All invoices and supporting documentation under this Contract shall be submitted electronically to the following email address:

contractservices@library.lacounty.gov

5.5.6 County Approval of Invoices

Invoices for subcontractors must be submitted to the library for initial approval. Once initial approval is provided, the Contractor will invoice for all, including subcontractors invoices for payment. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 County Payment

5.6.1 In accordance with Paragraph 8.40, Subcontracting, the Contractor may utilize subcontract agreements to apply for and manage E-rate Program benefits and the Contractor may invoice the Library for these subcontractor services.

5.6.2 Contractor may invoice for equipment ordered under the E-rate Program, Category 2 on behalf of the Library. All equipment selection and purchases must be pre-approved by the County.

5.6.3 All payments to the Contractor shall be through the invoicing procedure described in Paragraph 5.5, Invoices and Payment.

5.6.4 Library's maximum obligation shall not exceed the total amount received as part of E-rate Program, Category 1 reimbursements and no payment(s) shall be deducted from E-rate Program's reimbursement funds collected.

5.6.5 Contractor shall have no claim against the Library for payment of any money or reimbursement, of any kind

whatsoever, for any service provided by the Contractor after the termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the Library and shall immediately repay all such funds to the Library. Payment by the Library for services rendered after termination of this Contract shall not constitute a waiver of the Library's right to recover such payment from the Contractor. This provision shall survive the termination of this Contract.

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

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

6.2 County's Project Manager

6.2.1 The role of the County's Project Manager is authorized to include:

6.2.1.1 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 County's Contract Project Monitor

6.3.1 The role of the County's Project Monitor is to oversee the administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

7 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Administration

7.1.1 A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

7.6 Confidentiality

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

concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this

Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written

consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.2 Complaint Procedures

- 8.5.2.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2.2 The County will review the contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2.3 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 for County approval.
- 8.5.2.4 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.
- 8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.2.6 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.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers,

employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or

qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post Exhibit I (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. Information and posters for printing are available at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing

and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6, Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

LA County Library
7400 E. Imperial Highway
Downey, CA 90242
Attn: Contract Services

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the

effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

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

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

8.25 **Insurance Coverage**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits

of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

Unique Insurance Coverage

8.25.4.2 Professional Liability-Errors and Omissions

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

8.26 Liquidated Damages

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

Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred dollars (\$200) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

- 8.27.1 If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county,

municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

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

8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The Contractor shall notify its employees, and shall require

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

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

8.37 Publicity

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

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

8.37.1.2 During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor shall maintain accurate and complete

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

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the

County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing

services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

LA County Library
7400 E. Imperial Highway
Downey, CA 90242
Attn: Contract Services

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

- 8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination

becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

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

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43 or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment,

or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency

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

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51, Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

- 8.54.1 Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.
- 8.54.2 If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- 8.54.3 Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

- 8.55.1 The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

- 8.56.1 The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.57 Prohibition from Participation in Future Solicitation(s)

8.57.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

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

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

9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as

"Proprietary" or "Confidential" on each appropriate page of any document containing such material.

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

9.2 Patent, Copyright and Trade Secret Indemnification

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

- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.3 Data Destruction

9.3.1 Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

9.3.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

9.3.3 Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.4 Local Small Business Enterprise (LSBE) Preference Program

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

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

9.4.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

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

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

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

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

CONTRACTOR: SUTHERLAND CONSULTING GROUP, INC.
Name

By SEE ATTACHED
Name

SEE ATTACHED
Title



COUNTY OF LOS ANGELES

By H. Mitchell
Chair, Board of Supervisors

79309

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By Maria Olevea
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Maria Olevea
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By Keever R. Muir
Keever Rhodes Muir
Senior Deputy County Counsel

ADOPTED


BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 August 9, 2022

Celia Zavala
CELIA ZAVALA
EXECUTIVE OFFICER

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: SUTHERLAND CONSULTING GROUP, INC.

By 
Name
President/CEO
Title

COUNTY OF LOS ANGELES

By SEE ATTACHED
Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By SEE ATTACHED

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By SEE ATTACHED
Keever Rhodes Muir
Deputy County Counsel

79309

STATEMENT OF WORK

**ADMINISTRATIVE SERVICES
RELATED TO
THE SCHOOLS AND LIBRARIES PROGRAM
(E-RATE PROGRAM)**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

In 1996, Congress mandated a program to make telecommunications and information services more affordable for schools and libraries in America. As a result, the Federal Communications Commission (FCC) implemented the Schools and Libraries Program, also known as the E-rate Program which provides discounted telecommunications, Internet access, and internal connections to eligible schools and libraries through reimbursement from the Universal Service Administration Company (USAC).

The Contractor will provide experienced Administrative Services related to the Schools and Libraries program (E-Rate Program) including:

- a. Assist LA County Library (Library) with the process for participating in the E-rate Program in accordance with E-rate Program Guidelines (<https://www.usac.org/e-rate/>), Exhibit C for both Category 1 and Category 2.
- b. Comply with all requirements, instructions, terms and conditions of the E-rate Program and is responsible for obtaining the most current E-rate Program Guidelines.
- c. Coordinate with the Library before proceeding with all matters pertaining to the E-rate program.
- d. Complete all necessary work associated with data collection and reimbursement for Fiscal Year 2022-2023 and continuing until the termination of this Contract.

2.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The County will have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with five (5) business days written notice from the County.
- 2.2 All changes must be made in accordance with Section 8.1 (Amendments) of the Contract.

3.0 QUALITY ASSURANCE PLAN

County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Section 8.15 (County's Quality Assurance Plan) of the Contract.

3.1 Meetings

Contractor will meet with the County as needed to monitor the progress and needs of the Contract. Advance notification will be given at least one (1) business day prior; however, depending on the importance of the issue, a meeting may be scheduled during the same business day. Contractor employees attending meetings must be at the level of the Contractor's Project Manager or higher. Failure to attend will cause an assessment of two-hundred dollars (\$200.00).

3.2 Contract Discrepancy Report

Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period mutually agreed upon by the County and the Contractor. Failure to resolve the problem within time specified will result in issuing a formal Contract Discrepancy Report with an assessment in the amount specified in Section 8.26 (Liquidated Damages) of the Contract, retroactive to the initial report of the discrepancy.

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report will be issued (see SOW Exhibit 1, Contract Discrepancy Report). Upon receipt of this document, Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report will be submitted to the County's Contract Project Monitor within ten (10) business days.

4.0 DEFINITIONS

Throughout this SOW, references are made to certain persons, groups, or Departments/Agencies. For convenience, a description of specific definitions can be found in Section 2 (Definitions) of the Contract. The headings are for convenience and reference only and are not intended to define the scope of any provision thereof.

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

County will administer the Contract according to Section 6 (Administration of Contract – County) of the Contract. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the operation of this Contract.

- 5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with Section 8.1 (Amendments) of the Contract.

5.2 County Orientation

County will conduct an orientation to the successful Contractor prior to the effective date of the Contract. County and the Contractor will review the terms and conditions of the Contract to ensure the Contractor understands its obligations and work to be performed.

CONTRACTOR

5.3 Contractor's Project Manager

- 5.3.1 Contractor will provide a full-time Contractor's Project Manager or designated alternate. County must have access to the Contractor's Project Manager five (5) days a week, Monday through Friday, 7:00 a.m. – 6:00 p.m., Pacific Standard Time (PST). Contractor will provide a telephone number where the Contractor's Project Manager may be reached during hours outside of office business hours.
- 5.3.2 Contractor's Project Manager or designated alternate will act as a central point of contact with the County and have full authority to act for the Contractor on all matters relating to the operations of the Contract.
- 5.3.3 Contractor's Project Manager and alternate must be able to effectively communicate in English, both orally and in writing.
- 5.3.4 Contractor's Project Manager will have five (5) years of demonstrated experience in the industry.

6.0 FINANCIAL RECORDS

- 6.1 The Contractor agrees to maintain, and make available for the Library inspection and audit, accurate records of all of its costs, disbursements and receipts with respect to the costs it has incurred under this Contract. The Contractor also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Contract.
- 6.2 At any time during this contract term or within five (5) years of the expiration or prior termination of this Contract, Library may conduct an audit of the Contractors' records for the purpose of verifying appropriateness and validity of costs incurred under the terms of this Contract. If said audits reveal expenditures that cannot be verified or that were paid in violation of

the terms of this Contract, the Contractor will reimburse the Library for any amounts paid by the Library to the Contractor for such disallowed expenditures. If the Library has not yet reimbursed the Contractor for its costs incurred under this Contract, Library may, in its discretion, reduce its payment obligation by an amount equal to the disallowed expenditures.

- 6.3 The Contractor, within thirty (30) days of notification from the Library of its audit findings, may dispute the audit findings in writing to the Library and provide the Library with records and/or documentation to support its cost claims. Library shall review this documentation and make a final determination, in its sole and absolute discretion, as to the validity of the expenditures.

7.0 ORGANIZATION ACCOUNT – E-RATE PRODUCTIVITY CENTER (EPC)

Library has an existing account within the EPC. Library will provide Contractor with the Library's Billing Entity Number (BEN) upon execution of the contract. Library will access their profile in the E-Rate Productivity Center (EPC) and add the Contractor to the list of representing consultants. Contractor will review and abide by all instructions included in E-Rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/before-you-begin/>.

8.0 COMPETITIVE BID PROCESS

On behalf of the Library, the Contractor will initiate the Competitive Bid Process in accordance with the E-Rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>.

Contractor assumes all responsibility for errors which may be made during the Competitive Bid Process that it is conducting on behalf of the Library.

9.0 SELECTING SERVICE PROVIDERS

Contractor will forward the bids received from E-Rate via CALIFA, a California non-profit library consortium, to Library for evaluation. Contractor will coordinate the evaluation in accordance with the E-rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/selecting-service-providers/>.

10.0 APPLYING FOR DISCOUNTS

Once the selected bid is identified and a contract with the service provider is executed, the Contractor will apply for program discounts in accordance with the E-Rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/applying-for-discounts/fcc-form-471-filing/>.

Contractor assumes all responsibility for errors made on behalf of the Library and will correct the same immediately upon notification by the E-rate Program.

11.0 APPLICATION REVIEW

On behalf of the Library, the Contractor will respond to questions from the Program Integrity Assurance (PIA) review panel in a timely manner to ensure compliance with the E-Rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/application-review/>.

In the event that the Application is denied, the Contractor will file an appeal to USAC on behalf of the Library.

12.0 STARTING SERVICES

Once the Funding Commitment Decision Letter is received, the Contractor will coordinate the initiation (or continuation) of services and the purchase of equipment on behalf of the Library. The Contractor will also make all necessary notifications to the USAC regarding service delivery, discounts, and purchases in accordance with the E-rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/starting-services/>.

13.0 INVOICING/REIMBURSEMENT

The Contractor will invoice the Library for all services provided and equipment purchased on behalf of the Library.

In cooperation with the Library, the Contractor will identify the most appropriate method to address the reimbursement for the discounted amount in accordance with the E-rate Program Guidelines, Exhibit C and <https://www.usac.org/e-rate/applicant-process/invoicing/>.

All E-Rate reimbursements will be made directly to the Library.

14.0 UNANTICIPATED WORK

Approval of unanticipated work related to the E-Rate Program may be requested and authorized by the Library so long as such service costs do not exceed reimbursement amounts received within the previous fiscal year.

15.0 NOTICES

Upon receipt of any correspondence related to the E-Rate Program, the Contractor will ensure that the Library is either included in the correspondence or will immediately forward correspondence to the Library.

16.0 DOCUMENTATION AND CORRESPONDENCE

Contractor will provide the Library with copies of all submission forms and all other documentation related to the E-Rate Program, as well as with all historical documentation related to prior Program submissions.

Upon completion of work and/or expiration of this Contract, the Contractor will relinquish all documents, passwords, access codes to the Library.

17.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor nor its employees will not use or display the County's or LA County Library's logo, official seal, letterhead, or name in any communication without written approval.

18.0 GREEN INITIATIVES

18.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

**STATEMENT OF WORK
EXHIBIT 1**

LA COUNTY LIBRARY CONTRACT DISCREPANCY REPORT

Date Submitted to Contractor: _____

TO: (Contractor) **John Doe**
ABC 123, Inc.

FROM:	Jane Smith Contract Services Unit	Phone No.: (562) 940 – 8485
		Fax No.: (562) 803 – 1256

CONTRACT NO. **12345** CONTRACT TITLE: **JOHN DOE SERVICES**

TYPE OF DISCREPANCY:

DISCREPANCY DETAILS:

CONTRACTOR RESPONSE INSTRUCTIONS:

1. Acknowledge the receipt of the Contract Discrepancy Report to the County Contract Project Manager within five (5) business days.
2. Review the discrepancy.
3. Review the Contract reference for compliance.
4. Identify the cause of the problem and determine a corrective action.
5. Respond to the Contract Discrepancy Report in writing by submitting a formal letter of response to the County Contract Project Monitor within ten (10) business days.

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

County will evaluate the response and will reply to the Contractor indicating satisfactory or unsatisfactory completion of the corrective action.

EXHIBIT B

PRICING SCHEDULE

EXHIBIT C

E-RATE PROGRAM GUIDELINES



USAC E-Rate Applicant Process

Before You Begin

Before you begin the process of applying for Schools and Libraries (E-rate) program discounts for the upcoming funding year, you should review the [description](#) of the E-rate program and the [application process flow chart](#). These documents provide an overview of the program and the sequence of activities you must complete to receive funding. You can also look up [frequently used program terms](#)

Services Eligible for E-rate Funding

Internet access and many commercially available telecommunications services are eligible for discounts, as well as equipment that allows access to these services. The [Eligible Services Overview](#) gives you a general understanding of eligible products and services. You should also review the [Eligible Services List](#) (ESL) for the appropriate funding year because the entries in this list, and their eligibility, can change from one funding year to another. A funding year begins on July 1 and ends on June 30 of the following year. For example, Funding Year (FY) 2018 begins July 1, 2018, and ends June 30, 2019.

Eligible Facilities

To be eligible for discounts from the E-rate program, you must meet the [program definition of a school or a library](#). If you are not sure of your eligibility status, you may need to contact your higher-level administrative agency (state department of education, state library, or other organization) to assist you.

Discounts range from 20 to 90 percent of the cost of eligible services. You can refer to the program's [discount matrix](#) for basic information on discount percentages and review information on [calculating your discount](#) to find out what your discount would be.

Note: Schools and libraries can apply on their own or they can form [consortia](#) to aggregate demand and thereby negotiate lower prices. The entity leading the consortium may or may not be eligible for discounts.

It is also possible that certain school or library students and/or facilities may also be eligible for discounts:

- [Non-instructional facility \(NIF\)](#) – this category includes school buildings that generally don't contain classrooms (e.g., school administrative buildings, school bus barns, school stadiums) or library buildings that don't have areas open to the public (e.g., library administrative buildings, library technology centers, bookmobile garages)
- [Non-traditional elementary and secondary education](#) – this category includes Head Start, pre-kindergarten, juvenile justice, adult education, etc.

- [Educational Service Agencies \(ESA\)](#) – also called ESUs, BOCES, or other names, these are regional public service agencies that develop, manage, and provide services or programs to local education agencies
- **School Residential Facilities** – starting in FY2011, the following school residential facilities became eligible for discounts:
 - Schools on Tribal lands;
 - Schools that serve children with physical, cognitive, and behavioral disabilities;
 - Schools that serve children with medical needs;
 - Juvenile justice schools, where eligible; and
 - Schools with 35 percent or more students eligible for the National School Lunch Program (NSLP).

E-rate Productivity Center (EPC)

Your school district or library system must have an account in EPC to file program forms, receive notifications, and conduct other program activities. Independent schools and libraries, consortia and statewide applicants also have accounts. You must have an account administrator who manages your account, grants rights to other users, and provides or updates information on the schools in your school district or libraries in your library system. The account administrator must be an employee of the school or library organization. If you do not have an account in EPC or need assistance, call our Client Service Bureau (CSB) at (888) 203-8100.

Obtaining an Entity Number

If you do not have an [entity number](#) (also called a billed entity number or BEN), you will need to obtain one. In general, each school and school NIF in a school district and each library outlet/branch and library NIF in a library system must have its own entity number if it will receive discounted services. Call CSB at the number above if you need assistance with entity numbers.

Entity numbers can be assigned by calling the Client Service Bureau (CSB) at (888) 203-8100.

Next Step: Competitive Bidding

Once you have reviewed the information above and obtained an entity number, you can go to [Step 1: Competitive Bidding](#), to learn how to begin the competitive bidding process.

Step 1: Competitive Bidding

What is Competitive Bidding?

Competitive bidding is a formal process to identify and request the [products and services](#) you need so that potential service providers can review those requests and submit bids for them.

The entity that will run the competitive bidding process – which may be you, a state procurement agency, or another entity that you have authorized to negotiate on your behalf with a [Letter of Agency](#) (LOA) – certifies an [FCC Form 470](#) (Description of Services Requested and Certification) in the E-rate Productivity Center (EPC) and must be prepared to receive and evaluate bids and negotiate with service providers.

Filing an FCC Form 470

The FCC Form 470 for the upcoming funding year is generally available in EPC one year before the start of the funding year.

Services provided under tariff or on a month-to-month basis require an FCC Form 470 to be posted each year. However, if a multi-year contract results from a completed competitive bidding process, it is not necessary to post a new FCC Form 470 in subsequent funding years until a new contract is required.

After the FCC Form 470 is certified, USAC will issue an FCC Form 470 Receipt Notification Letter (RNL) in the entity's EPC News feed. Applicants can edit some fields in a certified FCC Form 470. [Allowable changes](#) include:

- editing an application name
- changing the main contact person and/or technical contact person
- making minor, non-substantive updates to an RFP

Applicants must wait at least 28 days from the date the FCC Form 470 is certified before closing the competitive bidding process. Changes to the FCC Form 470 beyond the allowable changes require applicants to wait 28 days from the date of the change before closing the competitive bidding process.

If a consultant is assisting you with the application process, you must go to your organization profile in EPC, add your consultant in the Manage Your Organization Relationships area of your EPC account, and identify your consultant on your

FCC Form 470.

Requests for Proposal

The entity filing an FCC Form 470 can issue a request for proposal (RFP) in addition to the FCC Form 470. In general, an RFP is a formal bidding document that describes the project and requested services in sufficient detail so that potential bidders understand the scope, location, and any other requirements. However, we use “RFP” or “RFP document” generically to refer to any bidding document that describes your project and requested services in more detail than in the fields provided on the FCC Form 470.

E-rate program rules do not require applicants to issue an RFP. Generally, you are not required to issue an RFP unless your state or local procurement rules or regulations require you to do so. However, if you have issued or will issue an RFP, you must upload that document in EPC. Do not upload a document that simply contains a link to the RFP.

There are [additional competitive bidding requirements](#) for leased dark fiber and for self-provisioned networks. The eligible service options are represented on the [FCC Form 470 by various drop-down options. The FCC Form 470 Category One Services Drop-Down Menu Reference Table](#) provides additional guidance about how to select the correct drop-down option and when an RFP is required.

Please note that an RFP is required in EPC if you are requesting the options for:

- “Leased Dark Fiber and Leased Lit Fiber”
- “Self-Provisioned Network and Services Provided Over Third Party Networks”
- “Network Equipment”
- “Maintenance & Operations”
- “Cellular Data Plan/Air Card Service”
- “Other”

If you issue RFP documents after your FCC Form 470 is certified, you are required to upload them to your form using the Add an RFP Document feature in the Related Actions menu on your form in EPC.

Exemption from Filing an FCC Form 470

Commercially available business class Internet access services are exempt from the FCC Form 470 posting requirement if they cost \$3,600 or less annually per entity (school or library), including any one-time costs such as installation; provide bandwidth speeds of at least 100 Mbps downstream and 10 Mbps upstream; and provide basic conduit access to the Internet at those required minimum speeds.

Open and Fair Competitive Bid Process

The entity filing the FCC Form 470 must ensure that the [competitive bidding process is open and fair](#):

- All bidders must be treated the same.
- No bidder can have advance knowledge of the project information.
- There are no secrets in the process – such as information shared with one bidder but not with others – and that all bidders know what is required of them.
- With limited exceptions, service providers and potential service providers cannot give gifts to applicants.
- In addition, the value of [free services](#) (e.g., price reductions, promotional offers, free products) generally must be deducted from the pre-discount cost of funding requests.

Next Steps

Once the competitive bidding process has closed, the entity that filed the FCC Form 470 must evaluate the bids received and select the service provider(s) that will provide the requested services as described further in the next step, [Selecting Service Providers](#).

Step 2: Selecting Service Providers

How to Select a Service Provider

After you close your competitive bidding process, you will evaluate the bids received and choose the bid that is the most cost-effective. You may consider as many factors in your evaluation as you want, but the price of the eligible products and services must be the primary factor and must be weighted more heavily than any other single factor.

Remember, your [FCC Form 470](#) and your request for proposal (RFP), if you issued one, must both have been publicly available for the same [28-day period](#) before you can close your competitive bidding process.

If you received only one bid, the bid must still comply with the cost-effective requirement. If you receive only one bid and determine that it is cost-effective, you should memorialize that fact with a memo or email for your records.

If you did not receive any bids, you can solicit bids. If you currently receive service from a service provider, you can ask your current provider to submit information in response to your FCC Form 470.

Constructing a Bid Evaluation

To evaluate the bids you receive, you must [construct an evaluation](#). You decide what factors you want to consider in your evaluation and how important each factor is to you. You can use as few or as many evaluation factors as you like, and you can assign percentages or points to the factors you use to reflect their relative importance.

However, you must include the price of the eligible products and services as a factor and that factor must be weighted more heavily than any other single factor in your bid evaluation.

Preparing a [Bid Evaluation Matrix](#) helps you evaluate bids and also provides documentation of the process you followed to select your service provider.

You can receive services:

- **Under tariff or on a month-to-month basis.** Services such as basic telephone service or internet access may not require a contract. However, you must post an FCC Form 470 and open a competitive bidding process for these services each year.

- **Under a contract.** Tariffed or month-to-month services provided under a contract are considered to be contracted services. Eligible products and the upkeep of eligible products are generally provided under a contract. If you post an FCC Form 470 and sign a multi-year contract resulting from that posting, you do not have to post an FCC Form 470 or open a competitive bidding process again for the term of that contract.

Receiving Services Under Contracts

If you intend to receive services under contract, remember that the contract must have been preceded by the filing of an FCC Form 470. If you have an existing contract that was not signed as a result of posting an FCC Form 470, you can post an FCC Form 470 for the next funding year and consider your existing contract as a bid response.

However, you must evaluate any other bids received as well and select the most cost-effective solution (which may not be the existing contract). The entity that filed the FCC Form 470 must also have followed the Schools and Libraries (E-rate) program competitive bidding rules and all applicable state and local contract and procurement rules and regulations.

- You can [sign a contract](#), which may be for one or more years and may include the option of voluntary extensions.
- If you are eligible, you can purchase services from a [state master contract](#).
- If you are eligible to purchase from a state master contract but that contract will expire before or during the upcoming funding year, you and your state should follow the guidance for [state replacement contracts](#).

Next step

Once you have chosen your service provider(s) and signed a contract (if applicable), you can file an FCC Form 471 to apply for discounts as soon as the [FCC Form 471](#) application filing window opens.

Step 3: Applying for Discounts

To apply for Schools and Libraries (E-rate) program discounts, [file an FCC Form 471](#) to provide USAC with information about the services or equipment you are requesting and the entities that will receive the services or equipment. USAC will review your request(s), may ask for additional information, and will then issue a funding decision for each request.

FCC Form 471

Applicants must file the FCC Form 471 in the [E-rate Productivity Center \(EPC\)](#) during the specific application filing window each year. In general, the application filing window opens about six months before the start of the upcoming funding year and is open for about two and a half months. The specific opening and closing dates of the filing window are published on this website before the filing window opens each year.

Information Required on the FCC Form 471

Before the filing window opens, applicants have an opportunity to update their profile information before it is locked for the duration of the application process. The system will populate the following information from your EPC profile into your form when you file it online:

- Entity numbers, also called Billed Entity Numbers (BENs), for all entities receiving service, together with specific information for each entity (“Basic Information,” “Discount Calculation” and “Funding Request” sections)
- [National Center for Education Statistics \(NCES\) and/or Federal-State Cooperative System \(FSCS\)](#) codes for entities receiving service (“Discount Calculation” section)
- Student counts used for [calculating discounts](#) (the total number of students and the total number of students eligible for the National School Lunch Program (NSLP))
- For libraries, the square footage of the library, the main branch of the library, and the entity number of the public school district in which the library is located
- An [alternative discount mechanism](#), when applicable

For each funding request, you must also provide the following:

- Information on internet access connections and speeds (“Funding Request” section)
- A detailed description of services or equipment

EXHIBIT C

- Specific information on each service, set of services, or equipment you are requesting:
 - Service provider name and Service Provider Identification Number (SPIN), also known as the service provider's 498 ID
 - Cost of the service or the equipment
 - Contract number and other contract details (if there is a contract)
 - Start and end dates of service
 - Worksheet(s) identifying the entity or set of entities receiving each service or the equipment

The FCC Form 471 must be certified on or before the close of the application filing window.

Next Step

Once you have submitted your FCC Form 471, USAC's Program Integrity Assurance (PIA) team can begin the [review of your application](#).

Step 4: Application Review

Application Review Process

After you file and certify an FCC Form 471 within the filing window, Program Integrity Assurance (PIA) reviewers at USAC check the information on your form for completeness and accuracy and may have additional questions for you to answer.

All applications go through an initial review and a final review, which may involve questions from PIA reviewers on one or more of the following topics:

- Eligibility of the entities receiving service
- Eligibility of the services requested
- Discount calculations
- Contracts
- The competitive bidding process

Response Time, Additional Reviews, and Follow-Up

You have [15 days to respond](#) to PIA questions. You can ask for more time if you need it, but keep in mind that this will add more time to the review process. Your [service provider\(s\) can assist](#) you with preparing responses to USAC's questions except for questions about your service provider selection process.

- USAC understands that some of the information requested during the application review could be considered to be proprietary or sensitive commercial and financial information. Applicants and service providers can request confidential treatment of information under the FCC rules.

Some applications undergo additional review – [Selective Review](#) is one example – where PIA may request more detailed responses that can include:

- Documentation of the competitive bidding and service provider selection processes;
- Documentation of the applicant's ability to pay the non-discount share (the portion of the cost of eligible products and services not reimbursed by USAC); and

- Proof that the applicant has obtained necessary resources – e.g., hardware, software, staff training, electrical capacity, retrofitting – that are not eligible for Schools and Libraries (E-rate) program discounts but that must be in place to make effective use of the discounted services.

As part of the review process, PIA may be required to change the [category of service](#) or the service type on a Funding Request Number (FRN). If PIA discovers that there are ineligible services in a funding request, you will be able to remove them or move them to a separate request to avoid denial under the [30% Rule](#).

After the PIA review process has been completed, USAC issues a Funding Commitment Decision Letter (FCDL) containing USAC's decisions on your funding requests. You can find this decision in the News feed in your organization's E-rate Productivity Center (EPC) account. You should review this decision carefully, as it contains important information both for planning the start of the receipt of services and for completing the additional steps in the application process. If you disagree with one or more of the decisions in your FCDL, you can appeal to USAC.

Next Step: Starting Services

After you receive your FCDL, you can start the preparations to begin receiving discounted services. You should discuss with your service provider(s) any details involved in the provision of services and invoicing for those services. Once services have started, you should be ready to [file the FCC Form 486](#).

Step 5: Starting Services

After you have received your Funding Commitment Decision Letter (FCDL) and the delivery of your services has started, you must [file an FCC Form 486](#) to inform USAC that:

- Services for which you have been approved for discounts have started and invoicing can begin;
- You are in compliance with the [Children's Internet Protection Act](#) (CIPA) (or CIPA does not apply because your application is only for telecommunications services); and
- (For Funding Year 2014 and earlier) – Your [technology plan](#) has been approved by a USAC-certified Technology Plan Approver if you are required to have one.

Before Starting Services

Before starting services, you and your service provider(s) should discuss the details of the services or products you will be receiving. If you have a contract you should review it. In addition, you should determine whether you or your service provider will [invoice USAC](#) for the cost of the discounted services.

Under certain circumstances, [advance installation](#) of certain services can occur before July 1 of the funding year.

Filing an FCC Form 486 Early

You can file an FCC Form 486 early (before services have started) if:

- You have received your FCDL;
- Your services will start in the month of July;
- You can truthfully make all of the certifications on the form; and
- You are filing the form on or before July 31.

You must be in compliance with the requirements of CIPA before services start. USAC cannot pay discounts on services received during a period of time when you are not in compliance. USAC may review your compliance with these requirements either before or after your FCC Form 486 is processed.

Filing Deadline

The FCC Form 486 must be certified no later than 120 days after the service start date or 120 days after the date of the FCDL, whichever date is later. Filing late can result in a reduction in funding; the later the form is filed after the deadline, the greater the reduction. You can use the [Deadlines Tool](#) to calculate your FCC Form 486 deadline.

After you certify an FCC Form 486 in the [E-rate Productivity Center \(EPC\)](#), you will receive a notification in your EPC News feed. A notification will also be sent to the service provider(s) listed on the form.

FCC Form 486 Notification Letter

After your form has been reviewed, USAC will issue an FCC Form 486 Notification Letter to the applicant and service provider. This letter confirms that USAC has approved your form, includes the information you provided on the form, and provides next steps in the application process.

If USAC was required to adjust the service start date of a funding request, the service start date in the letter will be adjusted and an explanation for the adjustment will be included.

If your FCC Form 486 was filed for FY2015 or for a previous funding year, USAC will issue an FCC Form 486 Notification Letter by U.S. First Class Mail to you and your service provider(s).

Next Steps

After USAC has approved your FCC Form 486 and you have started to receive services, you or your service provider can begin to invoice USAC for the discounted costs of the approved products or services.

Step 6: Invoicing

After USAC has processed your [FCC Form 486](#) (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form), you or your service provider can begin the process of invoicing USAC for the discount share of the approved eligible services. There are two methods that can be used to invoice USAC.

Once USAC processes an invoice for a Funding Request Number (FRN), the method of invoicing is set for that FRN and cannot be changed.

Invoice Method #1

Applicants file the [FCC Form 472](#) (Billed Entity Applicant Reimbursement (BEAR) Form) if they have paid the service provider in full for the products or services and want to be reimbursed for the discount amount.

USAC will review the invoice and will pay the applicant if payment is approved. Billed entities will receive payment directly to their bank account. In order to receive direct BEAR payments, the applicant must have first [obtained an applicant 498 ID](#) by certifying an FCC Form 498 (Service Provider and Billed Entity Identification Number and General Contact Information Form). USAC will request and review additional documentation before it approves the form and issues the applicant 498 ID.

Invoice Method #2

Service providers file the [FCC Form 474](#) (Service Provider Invoice (SPI) Form) if they have provided discounted bills to their customer and want to be reimbursed for the discount amount.

USAC will review the invoice and will pay the service provider if payment is approved. Note that applicants are required to [pay the non-discount portion](#) of the cost of the services. USAC may ask for verification that the applicant has paid its non-discount share before paying an invoice.

BEAR Form Filing Requirements

You can file a BEAR Form after all of the following have occurred:

- You have received a Funding Commitment Decision Letter (FCDL) with a positive funding commitment;
- You have filed and USAC has successfully processed an [FCC Form 486](#);

- Your service provider has certified an [FCC Form 473](#) (Service Provider Annual Certification (SPAC) Form);
- You have paid for the eligible products or services in full;
- The products or services have been delivered (an exception can be made for progress payments specified in a contract); and
- You have filed an FCC Form 498 and [obtained an applicant 498 ID](#).

Invoice Filing Deadline

You must file BEAR Forms no later than 120 days after the last day to receive service or 120 days after the FCC Form 486 Notification Letter date, whichever is later.

Applicants and service providers may request and automatically receive a one-time 120-day extension of the deadline to file an invoice. [Invoice deadline extension](#) requests must be submitted on or before the invoice deadline date in order for the request to be considered timely. Note that invoice deadline extensions are FRN-specific, and either the applicant or the service provider can request an extension for a particular FRN.

USAC Communications

After processing your BEAR Form, USAC issues a BEAR Notification Letter via U.S. First-Class Mail with information about the processing of your form. USAC also issues a copy of this letter to your service provider(s). If you need additional information about a reduction or denial of payment, you should refer to the [invoice decision code\(s\)](#) included in your letter.

After the end of each calendar quarter, USAC issues a Quarterly Disbursement Report via U.S. First-Class Mail that details all invoicing activity, BEAR Forms and SPI Forms, processed during that quarter for all funding years. This report allows you to track all of the invoicing activity related to your Billed Entity Number (BEN).

If you would like to be notified each time your service provider submits a SPI Form, you can initiate an [invoice check](#).

Next Steps

For many applicants, invoicing is the last step in the process. However, if you have changes, corrections, or other activities outside of the regular application process, you should review the information in [Before You're Done](#).

Before You're Done

There are a number of actions that may be required outside of the regular application process. The list below provides information on these actions.

Corrections

- To submit corrections to an FCC Form 470, follow the instructions in your FCC Form 470 Receipt Notification Letter (RNL).
- To submit corrections to an FCC Form 471, follow the instructions in your FCC Form 471 Receipt Acknowledgment Letter (RAL).
- Update your contact information in the [E-rate Productivity Center \(EPC\)](#) to ensure that the correct information is listed for forms filed in EPC.
- If program rules have been violated, USAC may be required to reduce the amount of a funding request. This is known as a [commitment adjustment \(COMAD\)](#), which may include the recovery of improperly disbursed funds (RIDF). If funds have been disbursed in error, you must [return those funds to USAC](#).

Changes

- To change the service start date or contract expiration date on a funding request, you can file an [FCC Form 500](#) (Funding Commitment Adjustment Request Form).
- You can also file an [FCC Form 500](#) to reduce or cancel funding on a funding request.
- Starting with Funding Year (FY) 2015, if you request a reduction in the commitment amount on a funding request for Category Two Services, you must also provide details on the appropriate reductions in the amounts allocated to the [Category Two budgets](#) of the individual entities featured on the funding request.
- [Change the Service Provider Identification Number \(SPIN\)](#) on a funding request. This number is also known as the service provider's 498 ID.
 - If the SPIN needs to be changed because of a data entry error, you can request a [corrective SPIN change](#).
 - If the SPIN has changed due to a service provider merger or acquisition, and the change affects all funding requests that feature that SPIN, your service provider can request a global [SPIN change](#). If the change affects only some funding requests, the individual applicants must request this change themselves.

- If you need to change the actual service provider on a funding request, you can with certain limitations, request an [operational SPIN change](#).
- Request a [service substitution](#) if you want to substitute a product or service for another that provides the same or similar function. The costs of the substituted products or services cannot be higher than the amount that was approved on the FCC Form 471.
- If one or more schools or libraries are opening, closing, merging, or separating, call USAC at (888) 203-8100 to provide the information specific to your situation so we can help you make any necessary changes.

Deadline Extensions

- To extend the deadline for delivery and installation of non-recurring services, request a [service delivery extension](#). Generally, the deadline for delivery and installation of non-recurring services is September 30 following the close of the funding year. Under certain circumstances, this deadline is extended automatically.
- To extend the deadline for submitting invoices, request an [invoice deadline extension](#).

Other Actions

- If you disagree with a USAC decision, you can [submit an appeal](#) to USAC. If you disagree with USAC's decision on your appeal, you can submit an appeal to the Federal Communications Commission (FCC).
- If a BEAR Form has been rejected or payment has been reduced because you have made an error, you can simply submit a new BEAR Form with the error corrected. If the rejection or reduction occurred for some other reason, you must file an appeal with USAC.
- If a school or library facility is temporarily or permanently closing, you can [transfer equipment](#) from that facility to another eligible entity. If it has been less than three years since the equipment was purchased, you must notify USAC of the transfer.
- You can [dispose of or trade-in](#) obsolete equipment beginning five years after the date the equipment was installed. You do not need to notify USAC, but you should update your inventory or asset register for Schools and Libraries (E-rate) program funded products.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Sutherland Consulting Group, Inc.

Contractor Name

5800A Hannum Ave, Suite 230 Culver City CA 92030

Address

27-4258189

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION


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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Beverly Sutherland

Authorized Official's Printed Name and Title


 Authorized Official's Signature

May 24, 2022

Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Elsa Muñoz
Title: Head, Support Services
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940-8450
Facsimile: _____
E-Mail Address: emunoz@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: **Gilbert A. Garcia**
Title: Contracts Manager
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 459-6780
Facsimile: _____
E-Mail Address: ggarcia@library.lacounty.gov

COUNTY CONTRACT PROJECT MONITORS:

Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242

Contract Analyst

<u>Leticia Isunza</u>	<u>(562) 459-6770</u>	<u>LIsunza@library.lacounty.gov</u>
<u>Yoon Young Kim</u>	<u>(562) 459-6781</u>	<u>yykim@library.lacounty.gov</u>
<u>Sevak Khatchadorian</u>	<u>(562) 459-6783</u>	<u>skhatchadorian@library.lacounty.gov</u>

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Sutherland Consulting Group, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: Cindy Perez

Name: Cindy Perez

Title: Project Manager/Sr. E-rate Consultant

Address: 5800A Hannum Ave Suite 230 Culver City CA 90230

Telephone: 626-296-6284

Facsimile: 323-908-9622

E-Mail Address: cperez@edtechnologyfunds.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Beverly Sutherland

Title: President/CEO

Address: 5800A Hannum Ave Suite 230 Culver City CA 90230

Telephone: 626-296-6284

Facsimile: 323-908-9622

E-Mail Address: bsutherland@edtechnologyfunds.com

Name: Ingrid Goodman

Title: Director of Operations

Address: 5800A Hannum Ave Suite 230 Culver City CA 90230

Telephone: 626-296-6284

Facsimile: 323-908-9622

E-Mail Address: igoodman@edtechnologyfunds.com

Notices to Contractor shall be sent to the following:

Name: Beverly Sutherland

Title: President/CEO

Address: 5800A Hannum Ave Suite 230 Culver City CA 90230

Telephone: 626-296-6284

Facsimile: 323-908-9622

E-Mail Address: bsutherland@edtechnologyfunds.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Sutherland Consulting Group Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

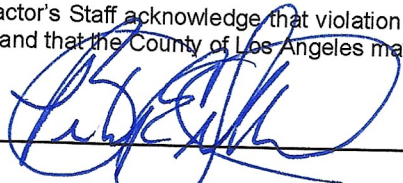
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all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

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

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

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

SIGNATURE: _____



DATE: 5 / 24 / 2022

PRINTED NAME: Beverly Sutherland

POSITION: President/CEO

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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2.203.070. Exceptions.

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

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

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

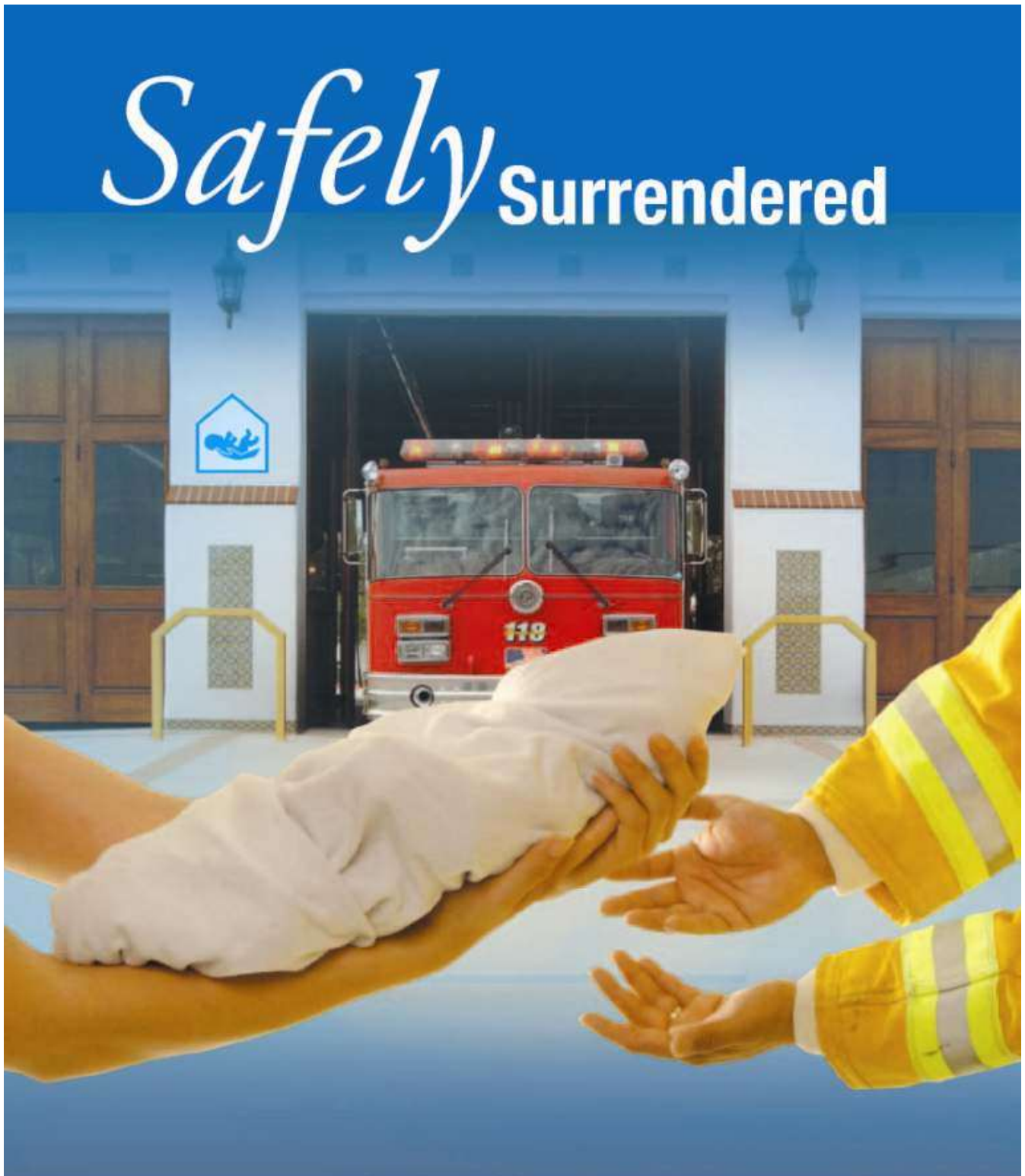
2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

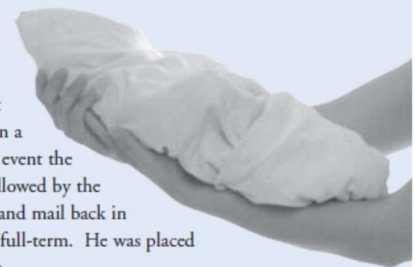
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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



BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

CLUSTER AGENDA REVIEW DATE	7/20/2022		
BOARD MEETING DATE	8/9/2022		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	LA County Library		
SUBJECT	Award A Contract for Administrative Services for the LA County Library's E-Rate Program		
PROGRAM	E-Rate Program		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: Not to exceed \$1,430,000	Funding source: Library's Operating Fund	
	TERMS (if applicable): Contract term 6 years and 6 months		
	Explanation:		
PURPOSE OF REQUEST	<p>The Library is seeking Board's approval to approve the award of a contract to the Sutherland Consulting Group to provide administrative services related to the Program including but not limited to maximizing Program reimbursement, eligibility, regulatory compliance, the filing of appeals, etc. The total contract amount will not exceed \$1,430,000 over the six (6) years and six (6) months of this contract.</p>		
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 1996, Congress mandated a more affordable telecommunication and information services for schools and libraries. Federal Communications Commission (FCC) implemented the E-rate Program (Program) to provide discounted telecommunications, Internet access, and internal connections to eligible schools and libraries through reimbursement from the Universal Service Administration Company (USAC). Since the inception of the Program, Library has collected \$5,000,000 in Program reimbursements which has allowed the Library to implement network upgrades to provide faster, more reliable internet access to Library customers. Through the Program, Library is also eligible to receive continued discounts on telecommunications, telecommunications services, and Internet access, up to 90% of costs.</p>		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability: Approval of the contract supports the vision of making the County more livable, economically stronger, more equitable, and more resilient. The contract will allow LA County Library to continue the ongoing administrative services related to the E-rate Program for LA County Library by providing discounted		

	telecommunications, Internet access, and internal connections to all LA County Libraries.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Binh Le (Library), CIO, (562)940-8418, ble@library.lacounty.gov