Los Angeles County
Department of Regional Planning

Planning for the Challenges Ahead

James E. Hartl AICP
Director of Planning

December 21, 2005

Agenda Date: January 10, 2006

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

Dear Supervisors:

RECOMMENDATION TO AWARD A CONTRACT TO PARAGON PARTNERS, LTD. FOR CONSULTING SERVICES

(ALL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached contract with Paragon Partners, Ltd. (Paragon) to provide title investigation consulting services for the Department of Regional Planning (DRP) for a period of two (2) years, commencing upon Board approval with two (2) one-year renewal options. The maximum contract sum is $1,200,000.

2. Authorize the DRP Director to exercise the renewal options under the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under a currently existing contract administered through the County Counsel's Office, Paragon has been providing title investigation/search and related services to the DRP as part of the Department's investigation on illegal issuance of Certificates of Compliance (C of C). This investigation has now resulted in the conviction and sentencing of Emmet Taylor in November, 2005.

The County Counsel's Office has requested that the DRP now assume responsibility for administration of this contract. Since the conviction and sentencing, both County Counsel and DRP agree that the contract would now be more appropriately administered by the DRP.

A Corrective Action Plan was developed by DRP and approved by the County's Auditor with the Board of Supervisors informed on July 25, 2001. This Plan includes the use of an outside consultant, Paragon. Paragon acts as a "firewall" to ensure no County Land Division Specialists are single-handedly processing any C of C. A significant improvement is all title investigations on all C of C applications are now conducted by Paragon through its contracted title searcher specialists. This results in providing critical additional oversight throughout the application process.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan:

- "Service Excellence" by providing the public with services that are both beneficial and responsive; and
- "Organizational Effectiveness" by promoting and continuing procedural changes contained in the Auditor's approved Corrective Action Plan which ensures the integrity of the C of C application process through additional critical oversight.

FISCAL IMPACT/FINANCING

The contract sum to provide these services is $1,200,000. With the July, 2005 implementation of fee increases for Certificates of Compliance to partially offset their costs, sufficient budget appropriation is currently available in the Fiscal Year 2005-06 departmental budget for this contract's first year expenditures. Therefore, there is no increase in Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Paragon Partners, Ltd. will provide title investigation/search consulting services for a period of two (2) years commencing upon Board approval of this contract. The County shall have the option to extend the contract's initial term for up to two (2) additional one-year periods. The total maximum contract term is four (4) years.

These services are being provided to DRP under a current contract. The existing contract is being administered by the County Counsel's Office.

The new contract has been approved as to form by County Counsel. The contract and corresponding documents have been executed by Paragon. Also, Paragon is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements.

Paragon will not be asked to perform services which will exceed the approved contract amount, scope of work, and/or contract dates. The appropriate provisions are included in this contract.

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for this consultant services agreement.

CONTRACTING PROCESS

Paragon Partners, Ltd. was selected through a sole source negotiation basis. Your Board was provided written correspondence, "Notification of Intent to Negotiate Sole Source Contract – Title Examiners Consultant Services", on August 15, 2005. In accordance with your Board's notification policy, DRP commenced negotiating a sole source contract with Paragon on October 13, 2005.

Subject to your Board's approval, DRP has negotiated a mutually acceptable contract with Paragon.

This bid/contract opportunity was not listed on the County's Bid Webpage. Due to the nature of these title investigations/searches, highly specialized consulting services is required by the DRP. Because of the need to complete ongoing tasks, Paragon is uniquely qualified. Therefore, it is in the best interest of the County to contract with Paragon.

This is not a Proposition "A" Contract. Therefore, the Living Wage Ordinance (County Code Chapter 2.201) does not apply.

This contract does include a Cost of Living Adjustment (COLA) provision.

IMPACT ON CURRENT SERVICES

Paragon is now uniquely qualified to continue title investigations/searches for all C of C past cases and both current/future applications. Paragon's highly specialized consulting services are still needed to complete ongoing tasks related to C of C. Paragon's work product continues to be satisfactory for all County departments.

Paragon has the requisite investigative knowledge to assist DRP in implementing corrective actions for those C of C cases and illegally created lots identified as violations. These corrective actions include statutorily prescribed administrative proceedings held before the DRP Hearing Officer, the Regional Planning Commission and/or Board of Supervisors.

Therefore, DRP and County Counsel both agree that it is in the best interest of the County, at this time, to contract with Paragon. A new service provider would require extensive time to learn the service needs of the County and then train new staff before providing the unique reports and investigation activities required by all involved County departments.

CONCLUSION

Upon approval and execution by the Board of Supervisors, the Executive Officer – Board of Supervisors, is requested to return one (1) adopted stamped Board letter and two (2) original signed copies of the contract to DRP.

Respectfully submitted,

James E. Hartl, AICP
Director of Planning

JEH:RAG:jc

Attachment (1)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PARAGON PARTNERS LTD.

FOR

CONSULTING SERVICES

DECEMBER, 2005

CONTRACT PROVISIONS

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PARAGON PARTNERS LTD.
FOR
CONSULTING SERVICES

1.0 INTRODUCTION

1.1 PARTIES

This Contract is made and entered into this ___ day of _____, 2005 by and between the County of Los Angeles, ("County") and Paragon Partners Ltd., ("Contractor"). Contractor is a private firm specializing in providing Title Examiners Consulting Services and is located at 5762 Bolsa Avenue, Suite 201, Huntington Beach, California 92649.

1.2 RECITALS

This Contract is intended to integrate within one (1) document the terms for the consulting services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances, and warranties given in this Contract, including but not limited to those in Section 10 are true and correct.

1.3 EFFECTIVE DATE

The effective date of this Contract is the date this Contract is approved and executed by the Board of Supervisors.

1.4 CONTRACT PROVISIONS

This Contract is comprised of Exhibits A, B, C, D, E, F, G, H, I, J, and K which are attached to and are 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 Contract and then to the Exhibits according to the following priority:

EXHIBIT A	-	Statement of Work
EXHIBIT B	-	Pricing Schedule (Schedule of Professional Fees)
EXHIBIT C	-	Contractor's Proposed Schedule
EXHIBIT D	-	Contractor's EEO Certification (see Exhibit G3 - #7)
EXHIBIT E	-	County's Administration
EXHIBIT F	-	Contractor's Administration
EXHIBIT G	-	Required Forms at the Time of Contract Execution
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EXHIBIT I	-	IRS Notice 1015
EXHIBIT J	-	Safely Surrendered Baby Law
EXHIBIT K	-	Contractor's Obligation as a Business Associate Under the HIPPA of 1996

This Contract and the Exhibits attached hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-Section 10.8 – Change Notices, Modifications and Amendments.

1.5 WORK TO BE PERFORMED

Contractor shall perform the work set forth in Section 3 and Exhibit A.

2.0 INTERPRETATIONS OF CONTRACT

2.1 HEADINGS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

2.2 DEFINITIONS

The following words shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

2.2.1 **Board or Board of Supervisors.** The Board of Supervisors of the County of Los Angeles.

2.2.2 **Contract.** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A.

2.2.3 **Contractor.** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this contract.

2.2.4 **County.** The County of Los Angeles and shall include the County of Los Angeles Department of Regional Planning.

2.2.5 **Day(s).** Calendar day(s) unless otherwise specified.

2.2.6 **Department.** The County of Los Angeles Department of Regional Planning.

2.2.7 **Director.** The Director of the Department.

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

2.2.9 **Subcontractor.** A person, partnership, company, corporation, or other organization furnishing supplies or services of any nature, equipment, or materials to the Contractor, at any tier, under oral or written agreement.

3.0 WORK

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

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

3.3 Except as provided herein, the Contractor shall provide at its own expense all labor, equipment, maintenance, material, supplies, license, registration,

transportation, meals, lodging, services and expenses required for the Contract work.

3.4 The Contractor's services shall be rendered at the times specified in Exhibit A. The Contractor upon 24 hours notice shall perform additional Contract work as requested by the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be two (2) years commencing after execution by the 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 option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of four (4) years. Each such option year shall be exercised individually by the Director at his or her sole discretion if it is determined to be in the best interest of the County.

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

5.0 CONTRACT SUM

5.1 The Contract Sum to provide these consulting services is $1,200,000.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this contract. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

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

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

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 and elsewhere hereunder. The Contractor shall prepare invoices in compliance with the requirements of the Director, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be made according to the classifications and rates set forth in Exhibit B, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A 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 monthly invoices to the County by the 15th day of the month following the month of service. Contractor shall submit two (2) copies of the monthly invoices under this Contract to the Department to the following address:

Richard A. Guizado, Contracting Manager
320 W. Temple Street., Suite 1383
Los Angeles, California 90012

5.5.5 **County Approval of Invoices.** All invoices for payment submitted by the Contractor shall be subject to written approval by the County's Project Manager, as described in Section 7.3 of this contract, which shall not be unreasonably withheld. However, in no event shall the County be liable or responsible to pay the Contractor prior to such written approval being obtained from the County.

5.5.6 Upon the Department's receipt of the invoices and review of said invoices by the County Project Manager, the County shall pay the amount shown on the monthly invoices less any setoff or deduction authorized by the terms of the Contract. Such setoffs or deductions include, but are not limited to, liquidated damages, pursuant to the Contract and the cost of replacement services.

6.0 COST OF LIVING ADJUSTMENT (COLA)

The Contract Sum may be annually adjusted by the Board of Supervisors at its sole discretion based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances

ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

7.1 COUNTY ADMINISTRATION

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

7.2 COUNTY'S PROJECT DIRECTOR

The Department shall appoint a Project Director who will have authority to act for the County in contractual and administrative matters regarding this Contract except where action of the Director or another official is expressly required by the Contract. The County's Project Director will be responsible for ensuring that the objectives of this Contract are met; and shall direct the Contractor as to the County's policy, information, and procedural requirements.

7.3 COUNTY' PROJECT MANAGER

The County's Project Manager shall designate a person to manage the operations under this Contract. 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.

7.4 COUNTY'S CONTRACT PROJECT MONITOR

The Department shall designate a person responsible to oversee the day to day activities of this Contract. The County's Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager. The responsibilities of the County's Contract Project Monitor include: 1) meeting with Contractor's Project Manager on a regular basis; and 2) inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

8.0 ADMINISTRATION OF CONTRACT-CONTRACTOR

8.1 CONTRACTOR'S PROJECT MANAGER

8.1.1 The Contractor Project Manager is the individual designated in Exhibit F by the Contractor to administer the work set forth in this Contract. The Contractor shall notify the County in writing within 24 hours of any change in the name or address of the Contractor's Project Manager.

8.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities related to this Contract and shall coordinate with County's Project Manager and Contract Project Monitor on a regular basis.

8.2 CONTRACTOR'S STAFF IDENTIFICATION

8.2.1 Contractor shall ensure all staff assigned to this Contract wears a photo identification badge issued by the County in accordance with County specifications. Specifications may change at the sole discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

8.2.2 Contractor shall notify the County within one (1) business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

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

8.3 BACKGROUND AND SECURITY INVESTIGATONS

8.3.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

8.3.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

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

8.3.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-Section 8.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.4 CONFIDENTIALITY

8.4.1 The Contractor shall maintain the confidentiality of any and all documents, records, data, and information obtained, generated, retained and/or reviewed pursuant to this Contract in accordance with all applicable federal, State or local laws, ordinances,

regulations and directives relating to confidentiality, privileges and privacy.

8.4.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. The Contractor shall cause each of its employees performing services covered by this Contract to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G1.

8.4.3 The Contractor shall cause each non-employee performing services covered by this Contract, i.e., any subcontractor or agent of the Contractor, to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.

9.0 COUNTY PROPRIETY RIGHTS

All documents, records, reports, data and other information of any kind obtained from County personnel, and all documents, records, reports, data and other information of any kind developed by the Contractor under this Contract are confidential and are solely the property of the County. Contractor shall take all necessary measures to protect the security and confidentiality of all such documents, records, reports, data reports and information, including the execution of any and all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original documents, records, reports, data and other information, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. The provisions of this paragraph shall survive the expiration or other termination of this Contract.

10.0 STANDARD CONTRACT TERMS AND CONDITIONS

10.1 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.

10.2 ASSIGNMENT AND DELEGATION

10.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any assignment rights or delegation of duties under the Contract without the express written consent of the Director shall be null and void and shall constitute a breach of this Contract for which the County may terminate this Contract and/or seek any other remedy available under this Contract or by law.

10.2.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, or asset sale of the Contractor) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of any delegation of duties or assignment of rights under this Contract shall include, at a minimum, all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work described in Sub-Section 10.3 for approval of a subcontract for the Contract work.

10.2.3 At the Department's sole discretion, any payments by the Department to any approved delegate or assignee on any claim under this Contract shall be deductible against the claims, which the Contractor may have against the County.

10.3 SUBCONTRACTING

10.3.1 Performance of the Contract work may not be subcontracted without express written consent of the Director. Any subcontract of the Contract work without the express written consent of the Director shall be null and void and shall constitute a breach of this

Contract for which the County may terminate this Contract and/or seek any other remedy available under this Contract or by law.

10.3.2 The Contractor's request to the Director for approval to enter into subcontract of the Contract work shall include: 1) a description of the work to be performed by the Subcontractor; 2) identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition in the selection process; 3) the proposed subcontract amount, together with the Contractor's cost or price analysis; and 4) a copy of the proposed subcontract.

10.3.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

10.3.4 In the event that the Director or authorized representative should consent to the subcontract, the Contractor shall provide in its subcontract a provision that the work of the Subcontractor shall be pursuant to the terms of this Contract and that all representations and warranties made in the subcontract shall inure to the benefit of the County.

10.3.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing the Contract work in accordance with the terms and conditions of this Contract. Approval of any subcontract by the County shall not be construed as effecting any change in the Contract sum as set forth in Section 5.0 herein.

10.3.6 Any modification or amendment of the subcontract shall be subject to approval in writing from the Director or authorized

representative before such modification or amendment becomes effective.

10.4 COUNTY'S QUALITY ASSURANCE PLAN

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

10.5 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent of Contractor and 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.

10.6 EMPLOYMENT ELIGIBILITY VERIFICATION

10.6.1 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), as

these verifications and/or other documentation currently exists or may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law or for the period of this Contract, whichever is longer.

10.6.2 The Contractor shall indemnify, defend, and hold harmless, the County, its Special Districts, elected and appointed officials, agents, 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 employment of persons to perform Contract work.

10.7 BUDGET REDUCTIONS

In the event that the Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisor's approval of such actions.

10.8 CHANGE NOTICES, MODIFICATIONS AND AMENDMENTS

10.8.1 Except as provided herein, modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

10.8.2 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Project Director or his/her authorized representative.

10.8.3 Notwithstanding Section 10.8.1, any proposed modification, amendment or change to the Contract which does not materially affect the scope of work, compensation, method of payment, insurance, or other material term or condition of the Contract, may be entered into by the Director or his/her authorized representative in writing and, shall be executed by all parties to this Contract, to become effective.

10.8.4 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County Project Director/Department Head, or his/her authorized representative, or it may have to be executed by the Board of Supervisors.

10.8.5 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Project Director/Department Head, or his/her authorized representative.

10.8.6 In addition to the authority provided to the Director in Section 10.8.3, the Director or authorized representative may at his/her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially affect the work. Such extensions shall not be deemed to extend the term of the Contract as set forth in Section 4.0. 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 Project Director/Department Head or his/her authorized representative.

10.9 INDEPENDENT STATUS OF CONTRACTOR; STATUS OF CONTRACTOR'S EMPLOYEES

10.9.1 Contractor shall be at all times acting as an independent contractor. This Contract 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.

10.9.2 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.

10.9.3 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.

10.10 INDEMNIFICATON

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands,

claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

10.11 GENERAL INSURANCE REQUIREMENTS

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

10.11.1 **Evidence of Insurance.** Prior to the commencing of services under this Contract, Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to: Department of Regional Planning c/o Richard A. Guizado, Contracts Manager, 320 W. Temple Street, Suite 1383, Los Angeles, California 90012. Such certificates or other evidence shall:

a) Specifically identify this Contract;

b) Clearly evidence all coverages required in this Contract;

c) Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

e) Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require

the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

10.11.4 **Notification of Incidents, Claims or Suits.** Contractor shall report to the County:

a) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

b) Any third party claim or lawsuit filed against the Contractor

arising from or related to services performed by the Contractor under this Contract.

c) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.

d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

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

a) The Contractor providing evidence of insurance covering the activities of subcontractors, or

b) The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time from the contractor or subcontractor.

10.12 INSURANCE COVERAGE REQUIREMENTS

Contractor shall obtain the following:

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

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

Each Occurrence: $1 million

10.12.2 **Automobile Liability Insurance** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

10.12.3 **Workers' Compensation and Employers' Liability Insurance** providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

10.13 CONFLICT OF INTEREST

10.13.1 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.

10.13.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

10.14 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

10.14.2 If Contractor fails to make timely repairs, County may make any necessary repairs, and all costs incurred by County for such repairs, shall be repaid by Contractor by cash payment upon demand. If the payment is not made, the County can deduct said amount from the contract sum due under this Contract.

10.15 COMPLAINTS

10.15.1 The Contractor shall develop, maintain and operate procedures, to the satisfaction of the County, for receiving, investigating and responding to complaints by the County's Contract Project Monitor in relation to the performance of this Contract. Within thirty (30) business days after the effective date of this Contract, the Contractor shall provide evidence of such procedures to the County.

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

10.15.3 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. 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.

10.15.4 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.

10.15.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

10.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

10.16.1 **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.

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

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

10.16.4 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's

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

10.16.5 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach of this Contract for which the County may terminate this Contract and/or seek any other remedy available under this Contract or by law.

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

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

10.18 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

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

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

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

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

10.21 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

10.21.1 **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.

10.21.2 **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 on any 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.

10.21.3 **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 any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, 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.

10.21.4 **Contractor Hearing Board**

10.21.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence that 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.

10.21.4.2 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 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. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

10.21.4.3 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.

10.21.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five 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.

10.21.4.5 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 years; (2) the debarment has been in effect for a least five 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. 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 pursuant to the same procedures as for a debarment hearing and shall present its recommendation to the Board of Supervisors.

10.21.4.6 **Subcontractors of Contractor.** These terms shall also apply to Subcontractors of County Contractors.

10.22 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

10.23 FAIR LABOR STANDARDS

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

10.24 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

10.24.1 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.

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

10.24.3 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.

10.24.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

10.24.5 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.

10.24.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-Section 10.24 when so requested by the County.

10.24.7 If the County finds that any provisions of this Sub-Section 10.24 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract or seek any other remedy available under this Contract or by law. While the County reserves the right to determine independently that the anti-discrimination provisions of

this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

10.24.8 In addition to any other remedies sought and/or obtained pursuant to Subsection 10.24.7, 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.

10.25 NON EXCLUSIVITY

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

10.26 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within ten (10) days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.27 NOTICE OF DISPUTES

The Contractor shall notify the County Project Manager in writing of any dispute between the Contractor and the County regarding the performance of services as stated in this Contract. Notice of such disputes shall be made in accordance with Sub-Section 10.29 herein. The County Project

Manager will consult the Director or his/her designee who will resolve the dispute. Any determination by the Director to resolve the dispute is final.

10.28 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

10.29 NOTICES

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

10.30 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) 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.

10.31 DISCLOSURE OF INFORMATION (PUBLICITY)

10.31.1 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:

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

b) During the term of this Contract, the Contractor shall not authorize, nor shall it 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.

10.31.2 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 Sub-Section 10.31 shall apply.

10.32 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

Limited, 5762 Bolsa Avenue, Suite 201, Huntington Beach, California, 92649), provided that if any such material is located outside either Los Angeles County or Orange 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.

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

10.32.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-Section 10.32 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract or the County may seek any other remedy available under this Contract or by law.

10.32.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for

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

10.33 RECYCLED BOND PAPER

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

10.34 THE SAFELY SURRENDERED BABY LAW

10.34.1 **Notice to Employees.** 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. Such information and notice is set forth in Exhibit J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

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

10.35 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-Section 10.20 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, or otherwise available by law, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-Section 10.37 - Termination for Default.

10.36 TERMINATION FOR CONVENIENCE

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

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

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

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

10.36.3 All material, including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-Section 10.34, Record Retention & Inspection/Audit Settlement.

10.37 TERMINATION FOR DEFAULT

10.37.1 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:

a) Contractor has breached this Contract;

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

c) 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 fifteen (15) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

10.37.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 10.37.1, 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 continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

10.37.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 10.37.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 10.37.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

10.37.4 If, after the County has given notice of termination under the provisions of this Sub-Section 10.37, it is determined by the County that the Contractor was not in default under the provisions of this Sub-Section 10.37, or that the default was excusable under the provisions of Sub-paragraph 10.37.3, the rights and obligations of the parties shall, at the County's option, be the same as if the notice of termination had been issued pursuant to Sub-Section 10.36 - Termination for Convenience.

10.37.5 The rights and remedies of the County provided in this Sub-Section 10.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.38 TERMINATION FOR IMPROPER CONSIDERATION

10.38.1 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.

10.38.2 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.

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

10.39 TERMINATION FOR INSOLVENCY

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

a) 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;

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

c) The appointment of a Receiver or Trustee for the Contractor; or

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

10.39.2 The rights and remedies of the County provided in this Sub-Section 10.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

10.40 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

10.41 WARRANTY AGAINST CONTINGENT FEES

10.41.1 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.

10.41.2 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.

10.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in

the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

10.43 PUBLIC RECORDS ACT

10.43.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 10.32 - 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.

10.43.2 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.

10.44 MOST FAVORED PUBLIC ENTITY

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

10.45 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 10.8, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

10.46 CONTRACTOR'S OBLICATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, Contractor's Obligations Under HIPAA.

10.47 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

10.47.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference

Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

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

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

of this information.

10.48 COMPLIANCE WITH APPLICABLE LAW

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

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

10.49 VALIDITY

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

10.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-Section 10.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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: Paragon Partners Ltd.

By _____
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

RAYMOND G. FORTNER, Jr.

By _____
Deputy County Counsel

STATEMENT OF WORK
DEPARTMENT OF REGIONAL PLANNING (DRP)

PARAGON PARTNERS LTD. (PPL)
5762 Bolsa Avenue, Suite 201
Huntington Beach, California 92649

1.0 STATEMENT OF WORK

1.1 General Work Summary

The primary work to be done by PPL for DRP is to conduct title investigations on all new Certificate of Compliance applications. Also, any pending, existing, and/or continuing Certificate of Compliance applications requiring title investigations will be part of this Contract's workload for PPL. A key component for PPL is providing qualified consultants to perform these title investigations using outside/non-County resources in both an independent and verifiable manner.

PPL will continue to assist the Department of Regional Planning staff in investigations of Certificates of Compliance that were issued by the Department of Regional Planning between January, 1990 and September, 2000. The purposes of these investigations are to determine whether Certificates of Compliance were issued in violation of the provisions of the California Subdivision Map Act and to initiate corrective actions regarding any illegally issued Certificates of Compliance.

Other work as may be assigned by DRP staff dealing with all Certificates of Compliance applications. This could include all on-going court related proceedings and any future, new court proceedings pertinent to future applications.

1.2 Specific Work Detail

The following represents work product goals to be achieved by PPL through mutual consent between DRP and PPL:

1.2.1 To complete investigative reports regarding property title investigations conducted by investigative staff. The preparation of these reports will enable County staff to make a determination regarding the legality of the subject Certificate of Compliance. These reports include a complete title investigation of the subject property and surrounding properties.

1.2.2 Prepare documents necessary for DRP staff to implement corrective measures such as Conditional Certificate of Compliance, Rescission documents, and Notices of Intent to Record Notices of Violation and Notices of Violation on cases that the DRP has determined were issued illegally.

1.2.3 To prepare special reports and conduct additional investigative activities as solely directed by the Department of Regional Planning on behalf of the County Counsel and District Attorney's Office.

1.2.4 To assist County staff in interviewing owners of properties and their representatives which are subject to the investigation.

1.2.5 To provide coverage of the 1-800-444-8841 "Certificate of Compliance Telephone Hotline" on Monday through Thursday from 8:00 a.m. through 5:00 p.m.

1.2.6 To provide on an as needed basis testimony and support in court proceedings regarding fraudulent real estate documents, previously completed title investigations, previously completed staff reports, as well as staff reports currently in the process of completion. These activities will be directed and coordinated by the County Counsel and District Attorney as necessary.

1.2.7 To enter case information into an existing statistical database to track progress of investigations and remedial activities on a daily basis. (see Attachment 1.1)

1.2.8 To conduct title investigations on all new Certificate of Compliance applications. The expectation is for 10-20 applications to be completed per week.

1.2.9 To prepare weekly status reports for review by the Director of Regional Planning which will document progress made toward achieving each of the aforementioned work product goals. (see attachment 2.1)

1.2.10 Paragon should provide a minimum of two (2) consultants to complete work outlined in this Section 1.2.

2.0 ADDITIONS/DELETIONS OF WORK

This scope of work may require modifications to accommodate special tasks or projects which may arise during the course of the contract; including adding/deleting specific tasks, work products, meetings, and/or work hours. At any time during the contract, Paragon Partners Ltd. may be notified in writing of desired changes by the Regional Planning Director or his designee. Any desired changes must be mutually agreed upon, in writing, between Paragon Partners Ltd. (PPL) and the Department of Regional Planning (DRP).

3.0 QUALITY CONTROL

Paragon and its employees will have all contractual work reviewed by DRP on a regular basis to ensure timely and accurate deliverables. DRP planning staff will use its statistical database to ensure Paragon completes its 10-20 applications per week. Also, DRP will review all written documents prepared by Paragon on a daily basis. Furthermore, a bi-weekly meeting will be held to review the quality of all work in progress with Paragon by DRP or other appropriate County departments as solely designated by the DRP.

Paragon and its employees will not perform any work other than that assigned to them by the DRP. Should Paragon and its employees be requested to perform any work not previously authorized by the DRP, they are not to perform said work, but instead, immediately notify the DRP of the work request and seek DRP approval. Further, Paragon and its employees are not to directly communicate with any present or future Certificate of Compliance applicant without prior DRP approval.

4.0 QUALITY ASSURANCE PLAN

Paragon will perform the following Quality Assurance activities:

4.1 Weekly Reports

If directed by the County, Paragon will complete a weekly statistical analysis/status report. The intent of this report is to record the progress made by Paragon employees in achieving the workload goals. For the format and content, see attachment 4.1.

4.2 Contract Discrepancy Report

Verbal notification will be made by the County of a contract discrepancy (Defined as any action by Paragon not in compliance with the contract terms and conditions) to the Contractor's Project Manager as soon as a

Contract discrepancy is identified. The verbal notification of a problem shall be informally resolved within five (5) working days between the County and Paragon.

Should an informal resolution not be achieved, the County Contract Project Monitor (Oscar Gomez) will determine whether a formal and written Contract Discrepancy Report (see Attachment 3.1) shall be issued. Paragon (Neilia LaValle, President/Owner) is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. If contrary evidence is presented by Paragon, Oscar Gomez -County Contract Project Monitor will decide on the appropriate plan of correction. Paragon's Contractor's Project Manager will prepare a plan of correction for all deficiencies identified in the Contract Discrepancy Report and it shall be submitted to the County Contract Project Monitor within five (5) workdays. All necessary corrective actions will be completed within a timeframe acceptable to DRP.

4.3 County Observations

In addition to departmental planning staff, other County personnel, including but not limited to County Counsel staff and members of the District Attorney's Office, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours.

5.0 DEFINITIONS

Not Applicable

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract -- Paragraph 7.0, "Administration of Contract." Specific duties will include, but are not limited to:

6.1.1 Monitoring Paragon's performance in the daily operation of this Contract.

6.1.2 Providing direction to Paragon in areas relating to policy, investigative information, and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract Paragraph 10.0, "Terms and Conditions" Sub-paragraph 10.8, "Modifications and Amendments."

6.2 Furniture/ Fixtures

The Los Angeles County will provide County owned office furniture, fixtures, supplies, equipment, and working space that shall be maintained as they presently exist at the Hall of Records 320 W. Temple Street, Suite 1000, Los Angeles, California 90012.

6.3 TRI Plant-Sun Valley, California

The County will provide access to Paragon employees at the above location. Access will be Monday-Friday during normal business hours.

***6.4* Identification Badges**

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

6.5 Materials and Equipment

The County will purchase all materials/equipment needed by Paragon in order for them to provide the specialized consultant services.

PARAGON (CONTRACTOR)

6.6 Project Manager

6.6.1 Paragon shall, at the request of the County, provide a full-time Contractor's Project Manager. This Manager must be located at the Hall of Records 320 W. Temple Street, Suite 1000, Los Angeles, California, 90012. The Manager shall be available to the County for all onsite meetings and other necessary contracted services. This availability shall be Monday-Thursday

between the hours of 7 a.m. to 6 p.m. or as modified by DRP due to changing workload requirements.

6.6.2 Contractor's Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for property title examiners and related investigations.

6.6.3 Paragon's Contractor's Project Manager shall have full authority to act for Paragon on all matters relating to the daily operation of the Contract. Contractor's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

6.7 Personnel

6.7.1 Contractor shall be able to assign a minimum of two (2) and up to four (4) employees as necessary to perform the required work.

6.8 Contractor's Office

Contractor shall maintain an office at 5762 Bolsa Avenue Suite 201, Huntington Beach, California, 92649, with a telephone in the company's name at this same address where the Contractor conducts business. This main business office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract.

6.9 Transportation

Paragon and their employees are responsible for providing their own personal/Company automotive vehicles or other appropriate transportation. County owned vehicles will be made available on an as-needed basis as approved by Oscar Gomez – County Contract Project Monitor.

7.0 HOURS /DAYS OF WORK

Paragon employees may work in the offices provided by DRP at the aforementioned address during regular business hours; Monday – Thursday 7 a.m. to 6 p.m. With prior DRP approval, PPL employees may work on Fridays. However, staffing must be adequate to provide coverage of the 1-800-444-8841 "Certificate of Compliance Telephone Hotline" Monday through Thursday

between the hours of 8:00 a.m. and 5:00 p.m. Paragon employees are allowed to work at the TRI Title Plant located in Sun Valley on County holidays, which are not paid as holidays by Paragon.

8.0 WORK SCHEDULES

The Contractor's Project Manager will establish work schedules for each Paragon employee.

9.0 SPECIFIC WORK REQUIREMENTS

Not Applicable

10.0 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

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

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice, with or without cause, as provided for in the Contract- Paragraph 10.0, "Terms and Conditions" Sub-paragraph 10.38, "Termination for Convenience."

EXHIBIT B

PRICING SCHEDULE

(SCHEDULE OF PROFESSIONAL FEES)

Paragon Partners Ltd.

EXHIBIT B

SCHEDULE OF PROFESSIONAL FEES

November 10, 2005

TITLE SERVICES

LABOR CLASSIFICATION	HOURLY RATE
Principal/Director	$135.00
Project Manager	$115.00
Senior Title Consultant	$ 95.00
Senior Title Specialist II	$ 75.00
Senior Title Specialist I	$ 65.00
Title Specialist	$ 55.00

TECHNICAL SUPPORT SERVICES

Technical Secretary	$ 45.00
Office Clerk	$ 35.00

DIRECT CHARGES

Copies (Xerox)	@ $.15 ea.	Pagers/Cellular	@ Cost
Engineering Copies	@ $5.00 ea.	Air Travel & Lodging	@ Cost
Experian Copies	@ $2.00 ea.	Mileage	@ $.485/mile[1]
Telephone/Fax	@ Cost	Special Services	@ Cost + 10%
Postage/Fed Ex	@ Cost	Other Expenses	@ Cost + 10%

[1]Or current IRS allowable.

TERMS OF PAYMENT: Net 30 days - Invoices will be submitted monthly. All rates are effective as of January 2, 2005. Rates may be revised January 2, 2007 in accordance with the terms of the Contract to reflect current business conditions. Overtime will be charged at 1.5 times the hourly rate in accordance with California labor law.

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

EXHIBIT C

Paragon proposes to perform the statement of work described in Exhibit A in compliance with the County's schedule of Monday through Friday from the hours of 7 am to 6 pm except in those cases where the employee's work schedule has to be modified due to travel constraints and restrictions (Metrolink Schedules, Traffic constraints, etc.) Paragon's employees will work Fridays either at the County or at the Tri-Plant for the weeks when the County observes a Monday or other holiday that Paragon does not observe.

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name:	James E. Hartl, AICP
Title:	Director of Planning
Address:	320 W. Temple Street, Suite 1390
	Los Angeles, CA 90012
Telephone	213-974-6401
Facsimile:	213-974-6384
E-mail Address:	Jhartl@planning.co.la.ca.us

COUNTY PROJECT MANAGER:

Name:	Frank Meneses
Title:	Administrator
Address:	320 W. Temple Street, Suite 1351
	Los Angeles, CA 90012
Telephone	213-974-6441
Facsimile:	213-974-6384
E-mail Address:	fmeneses@planning.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name:	Oscar Gomez
Title:	Acting, Section Head
Address:	320 W. Temple Street, Suite 1000
	Los Angeles, CA 90012
Telephone	213-974-5035
Facsimile:	213-974-6384
E-mail Address:	ogomez@planning.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

PARAGON PARTNERS, LTD.

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name:	
Title:	
Address:	5762 Bolsa Avenue, Suite 201
	Huntington Beach, CA 92649
Telephone	(714) 379-3376
Facsimile:	(714) 373-1234
E-mail Address	

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name:	Neilia La Valle
Title:	President/Owner
Address:	5762 Bolsa Avenue, Suite 201
	Huntington Beach, CA 92649
Telephone	(714) 379-3376
Cellular	(714) 325-4274
Facsimile:	(714) 373-1234
E-mail Address	neilia@paragon-partners.com

Name:	Joel Sewell
Title:	Executive Vice President/Owner
Address:	5762 Bolsa Avenue, Suite 201
	Huntington Beach, CA 92649
Telephone	(714) 379-3376
Cellular	(714) 330-4807
Facsimile:	(714) 373-1234
E-mail Address	joel@paragon-partners.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S) Cont'd:

Name:	Bill McCawley
Title:	Controller
Address:	5762 Bolsa Avenue, Suite 201
	Huntington Beach, CA 92649
Telephone	(714) 379-3376
Facsimile:	(714) 373-1234
E-Mail Address	bmccawley@paragon-partners.com

Notices to Contractor shall be sent to the following address:

Address:	5762 Bolsa Avenue, Suite 201
	Huntington Beach, CA 92649
Telephone:	(714) 379-3376
Facsimile:	(714) 373-1234
E-mail Address:	

CONTRACT FOR

Title Investigations SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

Paragon Partners Ltd.
CONTRACTOR NAME

Contract No. _____

Employee Name William McCawley

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer WM

Contractor Name Paragon Partners Ltd. Contract No. _____

Employee Name William McCawley

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: William McCawley DATE: 12 / 06 / 05

PRINTED NAME: William McCawley

POSITION: Controller

CONTRACT FOR

TITLE INVESTIGATIONS SERVICES

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

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

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

Paragon Partners, Ltd.
CONTRACTOR NAME

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

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

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name Paragon Partners, Ltd. Contract No. _____

Non-Employee Name _____

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT G-3

REQUIRED FORMS

AT THE

TIME OF CONTRACT EXECUTION

OTHER FORMS

EXHIBIT G-3
REQUIRED FORMS
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REQUIRED FORMS – NO. 3

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
Neilia A. LaValle	(714) 379-3376
Joel Sewell	(714) 379-3376

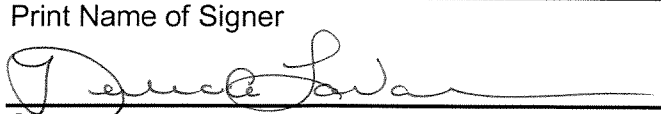
NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

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

NONE

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

Paragon Partners Ltd.
Name of Firm

Neilia A. LaValle	President
Print Name of Signer	Title
	December 05, 2005
Signature	Date

REQUIRED FORMS – NO. 4

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Neilia A. LaValle
Proposer Name

President
Proposer Official Title

Official's Signature

REQUIRED FORMS – NO. 5

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: _____ Date: December 5, 2005

REQUIRED FORMS – NO. 6

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Paragon Partners Ltd.

☒ **I AM NOT**
☐ **I AM**

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : 518780

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) WM 12/6/05

Total Number of Employees (including owners): 55

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					3	
Hispanic/Latino			1		3	2
Asian or Pacific Islander					2	1
American Indian						
Filipino						
White	1	1	5	3	27	18

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	%	%	%	%	51 %

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
Women's Business Enterprise		X			03/31/2006

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

Print Authorized Name	Authorized Signature	Title	Date
Neilia A. LaValle	Neilia A. LaValle	President	12/05/05

REQUIRED FORMS – NO. 7

CONTRACTOR'S EEO CERTIFICATION

Paragon Partners Ltd.
Company Name

5762 Bolsa Avenue, Suite 201, Huntington Beach, CA 92649
Address

33-0572526
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

December 05, 2005
Date

Neilia A. LaValle, President
Name and Title of Signer (please print)

REQUIRED FORMS – NO. 8

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____YES (subject to verification by County) __X__NO

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

_____YES __X__NO

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

_____YES __X__NO __x__N/A (Program not available)

Proposer Organization: Paragon Partners Ltd.

Signature: Neilia A. LaValle

Print Name: Neilia A. LaValle

Title: President Date: 12/05/05

Tel.#: (714) 379-3376 Fax #: (714) 373-1234

REQUIRED FORMS – NO. 9

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

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

Company Name: Paragon Partners Ltd.		
Company Address: 5762 Bolsa Avenue, Suite 201		
City: Huntington Beach	State: California	Zip Code: 92649
Telephone Number: (714) 379-3376		
Solicitation For _____ Services):		

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

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

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

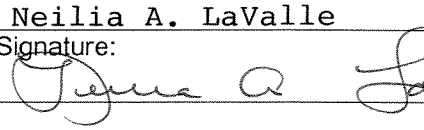
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name: Neilia A. LaValle	Title: President
Signature: 	Date: December 05, 2005

LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. **The Agent is required to check each of the applicable boxes below.**

LIVING WAGE ORDINANCE:

☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) *(The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)*

HISTORY OF DEBARMENT (Check one):

☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

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

Owner's/Agent's Authorized Signature	Print Name and Title
Neilia A. LaValle	Neilia A. LaValle, President
Print Name of Firm	Date
Paragon Partners Ltd.	December 05, 2005

REQUIRED FORMS – NO. 11

LIVING WAGE PROGRAM

CONTRACTOR LIVING WAGE DECLARATION

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

¨ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$9.46 per hour** per employee.

¨ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $1.14 per hour** per employee. I will pay an hourly wage of not less than **$9.46 per hour** per employee.

x I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $1.14 per hour** per employee. I will pay an hourly wage of not less than **$8.32 per hour** per employee.

Health Plan(s): Blue Cross of California

Company Insurance Group Number: 56APQA

Health Benefit(s) Payment Schedule:

¨ Monthly ¨ Quarterly ¨ Bi-Annual

¨ Annually x Other: Semi-Monthly
(Specify)

PLEASE PRINT COMPANY NAME: Paragon Partners Ltd.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: William McCawley	DATE: December 06, 2005
PLEASE PRINT NAME: William McCawley	TITLE OR POSITION: Controller

REQUIRED FORMS – NO. 12

LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: Paragon Partners, Ltd.			
Company Address: 5762 Bolsa Avenue, Suite 201			
City: Huntington Beach	State: CA	Zip Code: 92649	
Telephone Number: (714) 379-3376	Facsimile Number: (714) 373-1234	Email Address: neilia@paragon-partners.com	
Awarding Department: Regional Planning		Contract Term: 4 years	
Type of Service: Title Investigation Consulting Services			
Contract Dollar Amount: $1,200,000		Contract Number (if any):	

I am requesting an exemption from the Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) *(attach IRS Determination Letter)*.
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page

❑ My business is subject to a bona fide Collective Bargaining Agreement *(attach agreement)*; **AND**

- ❑ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ❑ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*
Richard A Gonzalez	X		12/12/05

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

Continued from previous page

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s):_____

Health Premium Amount Paid by Employer:_____

Health Premium Amount Paid by Employee:_____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

☐ I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

EXHIBIT H

CONTRACTOR'S EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT I

IRS NOTICE 1015

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over $2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2004 are less than $35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at *www.irs.gov*.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of $791, he or she must file a 2004 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT J

SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

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

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

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

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

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

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

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

EXHIBIT K

CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit N.

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

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

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

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

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

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

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

Chief Information Office Privacy Officer
213-974-2166

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

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

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

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

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

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

2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

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

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

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

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

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

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

5.0 MISCELLANEOUS

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

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

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

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

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

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