COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
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LOS ANGELES, CALIFORNIA 90012-2713

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June 8, 2006

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

Dear Supervisors:

APPROVE AGREEMENT WITH MACRO-PRO, INC., UNLIMITED REPROGRAPHICS AND KNOX SERVICES, LLC FOR PHOTOCOPYING AND RELATED SERVICES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached contracts for photocopying and related services with Macro-Pro, Inc., Unlimited Reprographics and Knox Services, LLC, effective July 1, 2006, for a three (3) year period with two (2) one-year renewal options, for a total contract period each of no more than five (5) years.

2. Delegate authority to the County Counsel to renew these contracts for up to two (2) optional years, if the County Counsel determines that renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Office of the County Counsel presently contracts for photocopying and related services under an existing agreement, Contract No. 73402, approved and adopted by the Board last June 5, 2001, and renewed on July 1, 2004 and July 1, 2005. It is scheduled to expire on June 30, 2006. These recommended contracts will replace the existing contract and are needed to continue providing photocopying and related services for the County Counsel's legal staff.

FISCAL IMPACT/FINANCING

The contract amount of $130,000 will be funded in the Office of the County Counsel's Fiscal Year 2006-2007 budget and will be appropriately budgeted for all subsequent fiscal years.

With Board approval, these contracts will commence on July 1, 2006 for a period of three (3) years. Upon mutual agreement of both parties, these contracts shall be renewed automatically for two (2) additional twelve (12) month periods.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts are exempt from the requirements of the Los Angeles County Code Chapter 2.121 because the services are required on a part-time or intermittent basis. Macro-Pro, Inc., Unlimited Reprographics and Knox Services, LLC have the resources and personnel to meet the Office of the County Counsel's photocopying and related requirements.

The contracts have been properly executed by the contractor and County Counsel has approved these contracts as to form.

CONTRACTING PROCESS

The contracting process was accomplished through an open competitive bid and selection process. The Request For Proposals was advertised in five (5) local newspapers and on the Los Angeles County Office of Small Business Web Site. Thirty (30) firms responded and were sent the Request For Proposals. As of the submission deadline, County Counsel received eleven (11) proposals, five (5) of which were found qualified for evaluation. The evaluation of the proposals was based on criteria outlined in the Request For Proposals that included the proposer's qualifications and experience, its approach to providing services, its quality control plan, acceptance of all contract terms and conditions, and price. The evaluation results showed Macro-Pro, Inc., Unlimited Reprographics and Knox Services, LLC scored the highest points, and received the Evaluation Committee's recommendation for the award of these contracts.

IMPACT ON CURRENT SERVICES

The award of these contracts will not result in the displacement of any County employees, as the Department is presently contracting with the private sector for photocopying and related services.

CONCLUSION

Instruct the Mayor to return a copy of the adopted Board letter and two (2) copies of the Agreements, containing original signatures, to the Office of the County Counsel's Administrative Services Bureau.

Respectfully submitted,

RAYMOND G. FORTNER, JR.
County Counsel

RGF:bjw

Attachments (3)

c: David E. Janssen
Chief Administrative Officer

Sachi A. Hamai, Executive Officer
Board of Supervisors

J. Tyler McCauley
Auditor-Controller

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNLIMITED REPROGRAPHICS

FOR

PHOTOCOPYING & RELATED SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
UNLIMITED REPROGRAPHICS
FOR
PHOTOCOPYING AND RELATED SERVICES

This CONTRACT and Exhibits made and entered into this 1ST day of July, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and KNOX SERVICES, LLC hereinafter referred to as CONTRACTOR. KNOX SERVICES, LLC is located at 600 W. Seventh Street 135, Los Angeles, CA 90017.

RECITALS

WHEREAS, the COUNTY may CONTRACT with private businesses for Photocopying and Related Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Photocopying and Related Services; and

WHEREAS, the COUNTY has deemed it legal, feasible, and cost-effective to CONTRACT Photocopying and Related Services; and

WHEREAS, this CONTRACT is therefore authorized under Section 31000 of the California Government Code;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form 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.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - Performance Requirements Summary Chart
1.4 EXHIBIT D - CONTRACTOR's EEO Certification
1.5 EXHIBIT E - COUNTY's Administration
1.6 EXHIBIT F - CONTRACTOR's Administration
1.7 EXHIBIT G - CONTRACTOR Acknowledgement & Confidentiality Agreement
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibit:

1.10 EXHIBIT J - CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Technical Exhibits:

1.11 EXHIBIT K CONTRACTS DISCREPANCY REPORT
1.12 EXHIBIT L USER COMPLAINT REPORT (UCR) FORM
1.13 EXHIBIT M COUNTY COUNSEL SITE LOCATIONS

2.0 DEFINITIONS

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

herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **CONTRACT**: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 **COUNTY'S PROJECT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Contracts Administrator.

2.4 **COUNTY'S CONTRACTS ADMINISTRATOR:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.

2.5 **DAY(S):** Calendar day(s) unless otherwise specified.

2.6 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

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

4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one-year periods, for a maximum total CONTRACT term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Office of the Los Angeles County Counsel.

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

5.0 CONTRACT SUM

5.1 CONTRACTOR shall provide services at the rates set forth in Exhibit B, Pricing Schedule, which is attached and incorporated by this reference. COUNTY shall have no obligation for payment of fees or any work performed by CONTRACTOR except for those services which are expressly authorized pursuant to this CONTRACT.

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

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

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

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

5.5 **Invoices and Payments**

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

5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule.*

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

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

5.5.5 All invoices under this CONTRACT shall be submitted in two (2) copies to the following address:

Veritta Smith
Administrative Services Bureau
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Vsmith@counsel.co.la.ca.us
Fax (213) 617-6780

5.5.6 **County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contracts Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY. Upon approval of these invoices, payment by the COUNTY shall be made monthly, subject to auditing requirements of the COUNTY Auditor-Controller and provided that a CONTRACTOR is not in default under any provision of this CONTRACT.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this CONTRACT are met;
- making changes in the terms and conditions of this CONTRACT in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACTS ADMINISTRATOR

The responsibilities of the COUNTY's Contracts Administrator include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Contracts Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with COUNTY's Contracts Administrator on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 The CONTRACTOR shall provide all staff assigned to this CONTRACT with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the 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. The CONTRACTOR's 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.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this CONTRACT. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the County CONTRACT.

7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the 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.

7.4 Background and Security Investigations

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

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

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

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

7.5 Confidentiality

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.

7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County CONTRACTS, the COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the services to be provided by the CONTRACTOR under this CONTRACT shall also be reduced

correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

8.4 CHANGE NOTICES AND AMENDMENTS

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

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this CONTRACT, an Amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Project Director.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.4 The COUNTY's Contracts Administrator, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.5 COMPLAINTS

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

8.5.1 Within five (5) business days after CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contracts Administrator of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the COUNTY's Contracts Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service

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

2. For purposes of this 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 the 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 the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the

CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this CONTRACT or any competing CONTRACT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in

any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible CONTRACTORs.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors

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

8.12.4 CONTRACTOR HEARING BOARD

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

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

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.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County CONTRACTORS.

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

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

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

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through CONTRACT are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, 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.

8.19 FAIR LABOR STANDARDS

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to

create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

8.23 GENERAL INSURANCE REQUIREMENTS

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

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

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

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

- Specifically identify this CONTRACT;
- Clearly evidence all coverages required in this CONTRACT;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this CONTRACT; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or

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

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

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

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

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

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this CONTRACT.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Contracts Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this CONTRACT.

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

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Counsel, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the

the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any

and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of

this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Contracts Administrator and/or COUNTY's Project Director any dispute between the

COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Contracts Administrator or COUNTY's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - Contractor's Administration.* Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the COUNTY's Contracts Administrator shall have

the authority to issue all notices or demands required or permitted by the COUNTY under this CONTRACT.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR

agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

8.36.2 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-paragraph 8.36 shall apply.

8.37 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 record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 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. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

8.37.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's cost obligation 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 cost obligation for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-County CONTRACTs) to enable the COUNTY to evaluate the CONTRACTOR's compliance with California labor laws and/or the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-County

CONTRACTs. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this CONTRACT is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and/or the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any

attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

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

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through

services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this CONTRACT. Without limiting the rights and remedies available to the COUNTY under any other provision of this CONTRACT, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this CONTRACT pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole

discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this CONTRACT on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails

to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet

the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "SUBCONTRACTOR" and "Subcontractor(s)" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this CONTRACT in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the County Counsel, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which the

COUNTY is otherwise entitled to under this CONTRACT, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.45 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any CONTRACT or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this CONTRACT, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit J* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

9.2.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the 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 the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

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

CONTRACTOR: (Unlimited Reprographics)

By _____
Daniel Lomeli
Sales Manager

COUNTY OF LOS ANGELES

By_____
Michael D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Karen A. Lichtenberg
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide photocopying, scanning, digital imaging and digital media duplication, subpoena preparation and service, and related services, upon request from County Counsel's paralegal, secretarial, administrative, and management personnel.

1.2 Upon request by County Counsel, CONTRACTOR shall provide the above services at all COUNTY site locations listed on *Exhibit M, County Counsel site locations*. COUNTY may, on reasonable notice, add other site locations to this list.

1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County Counsel reserves the right to require the CONTRACTOR to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0, Hours/Days of Work* and *Paragraph 8.0, Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.

2.2 All changes must be made in accordance with *sub-paragraph 8.4, Change Notices and Amendments of the CONTRACT*.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the CONTRACT. The Plan shall be submitted to the COUNTY's

Contracts Administrator for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that CONTRACT requirements are being met;

3.1.1 Activities to be monitored to ensure compliance with all CONTRACT requirements;

3.1.2 Monitoring methods to be used;

3.1.3 Frequency of monitoring with specific timelines, if possible;

3.1.4 Forms to be used in monitoring;

3.1.5 Title/ level and qualifications of personnel performing monitoring functions; and

3.1.6 Documentation methods for all monitoring results, including any corrective action taken.

3.2 A protocol for addressing/ resolving operations problems identified by the COUNTY that shall include, but not be limited to, the following elements:

3.2.1 The procedure flow starting from recording of identified problem, investigation, corrective action, up to feedback on corrective action and preventive maintenance plan to County Counsel;

3.2.2 The records, reports and forms to be used; and

3.2.3 The CONTRACTOR's personnel responsible for each task and time limits set for each task.

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this CONTRACT using the quality assurance procedures as defined in this CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.*

4.1 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the COUNTY's Contracts Administrator as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

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

4.2 User Complaint Form

Problems relating to the performance of the CONTRACTOR's personnel may be recorded by the COUNTY on a User Complaint Report Form (hereinafter referred to as "UCR"), Exhibit L. The CONTRACTOR shall respond in writing to the issue(s) stated in the UCR.

4.3 County Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to

this CONTRACT at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

5.0 DEFINITIONS

Photocopying Services shall mean photocopying, including but not limited to microfilming, image scanning, digital reproduction and storage into digital media. This also includes resizing and mounting of photographs with text or other graphics for trial-exhibit use; reproduction of large and bulky oversized documents such as engineering plans, maps, blueprints; reproduction of sensitive or aged documents; copying of videotape, audio cassettes, CDs, DVDs and various other electronic media pertinent to litigation support; preparation of duplicate negatives and enlarging of photographs; and establishing a document repository and reproduction services for litigation support.

Related Services shall mean any and all possible tasks CONTRACTOR must perform to provide requested duplication including preparation and service of "Subpoenas for Business Records Only" as defined in CCP 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

Rush Service for any records obtained by subpoena shall be defined as a situation in which COUNTY is requesting records in 25 days or less and by authorization in which COUNTY is requesting records in 7 days or less. Rush on any other service to be performed (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) shall be a situation in which COUNTY is requesting service within a period of 24 hours (work completed same time next day).

Regular Service shall be defined as a situation in which COUNTY is requesting records by subpoena in 26 days or more and records by authorization in 8 days

or more. For all other services Regular shall be defined as a situation in which COUNTY is requesting service within the period of three (3) days to one (1) work week as specified, at the time of the request.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The COUNTY, through the COUNTY's Contracts Administrator or Designee, will administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract- County.* Specific duties will include:

6.1.1 The COUNTY shall inform the CONTRACTOR of the name, address, and contact numbers of the COUNTY's Contracts Administrator.

6.1.2 The COUNTY's Contracts Administrator shall bear responsibility for and have full authority to do the following:

6.1.2.1 administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract – County.*

6.1.2.2 supervise and monitor the CONTRACTOR's performance in the daily operation of this CONTRACT.

6.1.2.3 provide direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.1.3 The COUNTY's Contracts Administrator shall bear responsibility for preparing Change Notices in accordance with the *CONTRACT,*

Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 CONTRACTOR shall provide the name, address and contact numbers of the CONTRACTOR's Contract Manager who shall be responsible for administering the CONTRACT upon award.

6.2.2. CONTRACTOR shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on COUNTY holidays. CONTRACTOR shall provide a telephone number where the Project Manager may be reached.

6.2.3 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 facilities similar in size and complexity.

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

6.2.5 Project Manager shall have three (3) years of documented experience.

6.3 Personnel

6.3.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be

authorized to act for CONTRACTOR in every detail and must speak and understand English.

6.3.2 CONTRACTOR's personnel shall be competent and responsible enough to handle sensitive materials and perform confidential duties.

6.3.3 CONTRACTOR's personnel shall acknowledge the attorney-client privilege and be bound by the Code of Professional Responsibility.

6.3.4 CONTRACTOR's personnel shall be courteous and neat in appearance at all times.

6.3.5 All CONTRACTOR personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the CONTRACT.

6.4 Identification Badges

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

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

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

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the CONTRACTOR's performance of the CONTRACT. The CONTRACTOR shall answer calls received by the answering service within one (1) hour of receipt of the call.When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, an answering service shall be provided to receive calls. The CONTRACTOR shall respond to calls received by the answering service within one hour of resuming office hours.

7.0 HOURS/DAYS OF WORK

7.1 CONTRACTOR's personnel will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.

7.2 CONTRACTOR shall not provide service on COUNTY recognized holidays. These holidays may change slightly from year to year. Upon request, the COUNTY's Contracts Administrator shall provide the CONTRACTOR with a list of holidays for the succeeding year prior to January 1 of that year.

8.0 SPECIFIC WORK REQUIREMENTS

8.1 CONTRACTOR shall provide photocopying and related services for all County Counsel site locations listed in *Exhibit M*.

8.2 CONTRACTOR shall provide such services within the timeframe specified at the time of COUNTY's request for service.

8.3 CONTRACTOR shall obtain verbal approval from COUNTY's Contracts Administrator or Designee before providing any services not specified under this CONTRACT.

8.4 CONTRACTOR shall provide detailed service reports to COUNTY as requested by COUNTY's Contracts Administrator or Designee.

8.5 If CONTRACTOR's personnel are unable to complete the task or service requested by the COUNTY within the timeframe requested, CONTRACTOR shall notify the specific COUNTY Staff who made the request, or the COUNTY's Contracts Administrator or Designee with enough time for COUNTY to use alternative methods to complete the request.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this CONTRACT for systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the COUNTY may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate the CONTRACT upon ten (10) days written notice with or without cause, as provided for in the CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.*

EXHIBIT B

PRICING SCHEDULE

Pricing

Reprographic Services

Auto Feed	$0.05 per page
Light Litigation	$0.08 per page
Medium Litigation	$0.11 per page
Heavy Litigation	$0.15 per page
Hand placement	$0.20 per page
Oversize black & white (no mounting)	$0.90 per sq ft
Oversize color (no mounting)	$8.00 per sq ft
(Please refer to Grade Definition Sheet)	
11X17 (B&W)	$0.30 per page
Laser Color Copies (8½X11)	$0.90 per page
Laser Color Copies (8½X14)	$0.90 per page
Laser Color Copies (11X17)	$1.75 per page.

Binding (Velo, Tape, Acco & GBC bind)	$2.00 per bind
Coil binding	$2.50 per bind
Re-binding (Velo & GBC, Tape, Coil)	$1.50 per bind
Bates Labels (supplied and affixed)	$0.07 per label
Tabs (stock)	$0.25 per tab
Tabs (custom)	$0.50 per tab
Video Duplication	$20.00 per tape
Audio Duplication	$12.00 per tape
Video to DVD	$25.00 per hour
Labor only (per person)	$45.00 per hour
Graphics upon request	$50.00 per hour

Fiery – Color – Output

Laser Color Copies (8½X11)	$0.90 per print
Laser Color Copies (8½X14)	$0.90 per print
Laser Color Copies (11X17)	$1.75 per print

Exhibit Boards Black & White Mounted

18 X 24"	$15.00 per board
24 X 36"	$30.00 per board
30 X 40"	$40.00 per board
36 X 48"	$60.00 per board

(Desired board sizes are available upon request)

Exhibit Boards Color Mounted

18 X 24"	$35.00 per board
24 X 36"	$70.00 per board
30 X 40"	$95.00 per board
36 X 48"	$140.00 per board

(Desired board sizes are available upon request)

Onsite copying black & white

Set-up fee	$175.00 per machine
Per page (8½ x 11)	$.22 per page

Onsite Microfilming

Set-up fee	$100.00 per camera
Film	$0.10 per image
Laser flo (hardcopy)	$0.09 per image
Microfilm Image indorse	No Charge
File folder index	No Charge

Imaging

Scanning documents to TIFF or PDF

Scanning Level (A)	$0.08 per page
Scanning Level (B)	$0.12 per page
Scanning Level (C)	$0.15 per page
Scanning Level (D)	$0.18 per page
Scanning Level (E)	$0.20 per page
Price includes provided load files	
(Please refer to Grade Definition Sheet)	
PDF Conversion	$0.05 per page
Naming of PDF (if necessary)	$55.00 per hour
Database preparation	$55.00 per hour
Document break preparation (labor per person)	$55.00 per hour
Image indorsing	$0.02 per page
OCR	$0.05 per page
Index preparation	$55.00 per hour
Coding of documents	Upon Request
Original CD	$25.00 per CD
CD duplicates	$20.00 per CD
DVD original	$45.00 per DVD
DVD copies	$25.00 per DVD
Prints from CD	$0.07 per page
Selective prints	$0.10 per page
Reconstruct hardcopies	$0.03 per page
Onsite scanning	$0.24 per page
Onsite scanning setup	$175.00 per scanner

Electronic Discovery

eDiscovery	Upon Request

Grade Definitions

Grade A (Auto-feed)

- No staples, clips, tabs, post-it notes, flags, binding devices, folders, slip sheets, or anything else separating the documents, which will allow straight-run, auto-feed documents
- Single-sided pages
- Same sized paper (letter or legal)
- No serious contrast or edge-to-edge problems

Grade B (light Litigation)

- Few staples, clips, tabs, post-it notes, flags, binding devices, folders, slip sheets, or anything else separating the documents, but will still allow large sections of documents to be auto-fed into the copier
- Mostly single-sided pages (and a few double-sided pages)
- Same sized paper (letter or legal)
- No serious contrast or edge-to-edge problems

Grade C (Medium Litigation)

- Documents that are separated by staples, clips, tabs, post-it notes, flags, binding devices, folders, slip sheets, or anything else must be at least groups of 15 pages or more
- Mostly single-sided pages (and some double-sided pages)
- Same sized paper (letter or legal)
- No serious contrast or edge-to-edge problems

Grade D (Heavy Litigation)

- Small sections of documents (less than 15 pages per group) separated by staples, clips, tabs, post-it notes, flags, binding devices, folders, slip sheets, or anything else which require significant hand-place copies
- Mixed single-sided and double-sided pages
- Mixed sized paper (letter, legal, 11x17, etc.)
- Medium amount of contrast or edge-to-edge problems
- Photocopy post-it notes, folder covers, tabs, insert or create folder labels or tabs
- Documents in fair to poor condition that make it difficult to place flatly on the glass or feed into the copier (folded pages, edges curled up, etc.)
- Pick & Choose projects, in which case we copy selected documents

Grade E (Glasswork or Hand Placement)

- Small sections of documents (less than 5 pages per group) separated by staples, clips, tabs, post-it notes, flags, binding devices, folders, slip sheets or anything else which require significant hand-time
- Mixed single-sided and double-sided pages
- Mixed sized paper (letter, legal, 11x17, etc.)
- Contains atypical types of documents such as receipts, checks, thin invoices or thermal fax pages
- Serious contrast or edge-to-edge problems
- Photocopy post-its notes, folder covers, tabs; insert or create folder labels or tabs
- Documents in fair to poor conditions that make it difficult to place flatly on the glass or feed into the copier (folded pages, edges curled up, etc.)
- Documents in envelopes or accounting file pockets that require removing and inserting them back in its place
- 50% or more of the documents require placing them on the glass to reproduce
- Copying run-time of less than 300 pages per hour

COPIES

UNLIMITED REPROGRAPHICS

Downtown Office
444 S. Flower Street
Suite 555
Los Angeles, CA. 90071
(213) 892-9000

Century City Office
1880 Century Park East
Suite 101
Century City, CA. 90067
(310) 282- 0202

Long Beach Office
200 Oceangate
Suite 820
Long Beach, CA. 90802
(562) 491-4600

UNLIMITED REPROGRAPHICS

Downtown L.A.
444 S. Flower St.
Suite 555
Los Angeles, CA 90071
(213) 892-9000

Century City
1880 Century Park East
Suite 210
Los Angeles, CA 90067
(310) 282-0202

Long Beach
200 Oceangate
Suite 820
Long Beach, CA 90802
(562) 491-4600

Job Number: _____

Firm Name: _____

Address: _____

_____

Phone _____

Order By: _____

Client Matter #: _____

Today's Date _____ Time In: _____

Due Date: _____ Time Due: _____

Of Originals _____ # Of Copies _____

Of Boxes: _____

PRODUCTION A____ B____ C____ D____ E____

Copy Instructions

- ☐ As Originals
- ☐ Other_____
- ☐ Only Tagged / Clipped Docs
- ☐ Staple As Originals
- ☐ Clip As Originals
- ☐ 2 Sided for 2 Sided
- ☐ 1 Sided to 2 Sided
- ☐ 2 Sided to 1 Sided
- ☐ Restaple Originals
- ☐ Reclip Originals
- ☐ DO NOT Staple or Clip Copies
- ☐ DO NOT Staple or Clip Originals
- ☐ Rubberband Copies ☐ As Original ☐ Per _____

Color ☐ B/W ☐ Color

Oversize ☐ Fold ☐ Roll

DO WE COPY?	YES	NO	COLOR
COVERS	☐	☐	☐ _____
REDWELDS	☐	☐	☐ _____
SPINES	☐	☐	☐ _____
DIVIDER TABS	☐	☐	☐ _____
FILE FOLDERS	☐	☐	☐ _____
POST IT NOTES	☐	☐	☐ _____
	☐ R&R		☐ R&T
STANDARD LANGUAGE	☐	☐	☐
SLIP SHEETS	☐	☐	☐ AS ORIGINAL

Finishing

Original	Copy				
☐	☐	2 Hole Drill	☐ Top	☐ Side	
☐	☐	3 Hole Drill	☐ Top	☐ Side	
☐	☐	Velo Bind	☐ Top	☐ Side	☐ Covers
☐	☐	GBC Bind	☐ Top	☐ Side	☐ Covers
☐	☐	Acco Bind	☐ Top	☐ Side	☐ Covers

Supplies

Binders ☐ 1" ☐ 2" ☐ 3" ☐ 4" ☐ 5"
☐ Black ☐ White ☐ View

Redweld ☐ Letter ☐ Legal

Manila Folders ☐ Letter ☐ Legal

Tabs ☐ Side ☐ Bottom
☐ Alpha ☐ Number ☐ w/ Exhibit

Bates Labeling

☐ Original ☐ Copies

Prefix _____ Sequence Start _____ ☐ Space ☐ Other _____

Special Instructions

_____

_____

_____

_____

_____

_____

_____

_____

Client Signature _____ Account Manager/CSR _____

UNLIMITED REPROGRAPHICS

SCAN PROJECT REQUEST FORM

JOB NUMBER: _____

DATE IN: _____

FIRM NAME: _____ DATE DUE: _____

CONTACT: _____ TIME DUE: _____

CASE: _____ SALES REP: _____

REFERENCE #: _____ CHECKED IN BY: _____

PROJECT SUMMARY

☐ SCAN ☐ BLOWBACK ☐ OCR ☐ EBS ☐ CD DUPLICATE ☐ CODING ☐ EDISCOVERY ☐ OTHER

NUMBERING

☐ **Match Bates Numbers**

Non-label Pages:

O Do NOT scan O Suffix _____

☐ **Assign Image Key**

Prefix: _____ ☐ With Space

Page: _____ ☐ Without Space

Suffix: _____ ☐ Other _____

example: _____

DOCUMENT BREAKS

☐ Physical Boundaries (staples, clips)

☐ Tabs

☐ Slip Sheet

☐ Index (client provided)

☐ Other _____

☐ Group loose pages as single Document

DOCUMENT ORGANIZATION

☐ Folder ☐ Document ☐ Attachment

CAPTURE

1 _____ ☐ Endorse

2 _____ ☐ Endorse

3 _____ ☐ Endorse

4 _____ ☐ Endorse

DOCUMENT SELECTION

☐ Scan all

☐ Per index

☐ P-N-C per _____

Post-it Notes	Remove & Replace	Own Page	On/w & One/WO
Mylar Flags	On page	Own Page	Do not scan
Std Language	Once	All	Do not scan

	YES	NO
Binder Covers	☐	☐
Binder Spines	☐	☐
Redwelds	☐	☐
Folder Covers	☐	☐
Folder Tabs	☐	☐
Divider Tabs	☐	☐
Photo Backs	☐	☐
Box tag	☐	☐

Oversize: ☐ Scan (Reduce) ☐ Legend Only ☐ Scan (Size 4 size)

Color: ☐ Scan In Color ☐ Scan B&W

Media: ☐ Scan ☐ Scan & Dup. ☐ Do not scan

Other media instr. _____

SPECIAL INSTRUCTIONS

_____

BLOWBACKS

PAPER:
- ☐ Regular
- ☐ 3-HD

SELECTION:
- ☐ Print All
- ☐ Print Selected

OPTIONS:
- ☐ Print Image Key (Bates #)
- ☐ Slip sheet per doc. break
- ☐ Reassemble

OTHER INSTRUCTIONS:

POST PROCESSING

O Yes EBS (Endorse) O No

☐ Image Key (Bates #) L M R

☐ Other L M R

_____

O Yes OCR O No

- ☐ Single-page
- ☐ Multi-page
- ☐ Include .txt files on CD
- ☐ Include OCR in database

O Yes CODING O No

Vendor: _____ Sent On: _____

O Yes PDF O No

☐ PDF per document break

or

☐ PDF per _____

Bookmark per _____

☐ Searchable PDF

or

☐ Non-searchable

Special PDF Naming Instructions

_____

LOAD FILES

- ☐ Concordance EX
- ☐ Concordance 8
- ☐ .dat - Concordance delimeters
  - O BegDoc / EndDoc
  - O OCR
  - O Capture Fields
  - O Other (see Special Instructions)
- ☐ .csv - Comma delimeters
  - O BegDoc / EndDoc
  - O OCR
  - O Capture Fields
  - O Other (see Special Instructions)
- ☐ .opt - Opticon
- ☐ .lfp - IPRO
- ☐ .oll - Trial Director/Sanction
- ☐ .mdb - Ringtail
- ☐ .dii - Summation O cl. @FULLTEXT
- ☐ .dbf - Doculex Tables
- ☐ other _____

☐ Custom Path: _____

☐ CD only ☐ DVD # of copies ____

Special Load File Instructions

_____

FILE STRUCTURE

- ☐ Single-Page TIFF File Format
- ☐ Multi-Page TIFF File Format
- ☐ PDF File Format

O 2 separate CD's

CD DUPLICATION

Number of Originals: _____ Copy X: _____

Final Medra by

BILLING INFORMATION

	QUANTITY		QUANTITY
Imaging		OCR Text	
Color Scans		PDF/TIF Conversion	
Oversize Scans (sq ft)		Blowbacks	
Image Key Endorsement		EBS Blowbacks	
CD Creation		Slip Sheets	
CD Duplication		Blowback Reassemble	
DVD Creation		Hourly Labor	
DVD Duplication		Other	

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contractor	7.1.1 Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	$50 for each instance of failure to notify County of change(s)
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain and provide the County Counsel with access to all required documents as specified in Sub-paragraph 8.37	Inspection of files	For any instance of non-compliance: option to terminate for material breach of contract.
Contract: Sub-paragraph 8.39 - Subcontracting	8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection & Observation	For any instance of non-compliance: option to terminate contract for material breach of contract.
Statement Of Work: Sub-paragraph 6.7- Contractor's Office	Office to be manned by at least one employee who can respond to inquiries, orders, and complaints in relation to this contract from 8:00 a.m. till 5:00 p.m., Monday through Friday. When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, Contractor shall answer calls received by answering service within one hour of receipt. Contractor's Order Clerks will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.	Observation User Complaint Reports by County personnel	$200 for every month with more than one instance of non-compliance. If not corrected within 90 days/ 3 months of notice, option to terminate contract.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

UNLIMITED REPROGRAPHICS

444 SOUTH FLOWER STREET, SUITE #555, LOS ANGELES, CA 90071
Address

95-4827839
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Daniel Lomeli Sales Manager
Authorized Official's Printed Name and Title

Authorized Official's Signature

06/07/06
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: BRENDA J. WASHINGTON

Title: Head, Administrative Systems

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: bwashington@counsel.co.la.ca.us

COUNTY'S CONTRACTS ADMINISTRATOR:

Name: VERITTA SMITH

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: vsmith@counsel.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Daniel Lomeli

CONTRACT NO: Photocopy and related services

CONTRACTOR'S PROJECT MANAGER:

Name: Daniel Lomeli

Title: Sales Manager

Address: 444 South Flower Street Suite # 555 Los Angeles CA 90071

Telephone: (213)216-3829

Facsimile: (213)892-9010

E-Mail Address: **dlomeli@unlimitedrepro.com**

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jeff Scholz

Title: President

Address: 444 South Flower Street Suite # 555
Los Angeles CA 90071

Telephone: (213)216-3829

Facsimile: (213)892-9000

E-Mail Address: **jsholz@unlimitedrepro.com**

Name: Josephine Hernandez

Title: Vice President

Address: 444 South Flower Street Suite # 555
Los Angeles CA 90071

Telephone: (213)216-3440

Facsimile: (213)892-9010

E-Mail Address: Jojo@unlimited@unlimitedrepo.com

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Daniel Lomeli

Title: Sales Manager

Address: 444 South Flower Suite # 555
Los Angeles CA 90071

Telephone: (213)892-9000

Facsimile: (213)892-9010

E-Mail Address: dlomeli@unlimitedrepro.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

CONTRACTOR NAME Unlimited Reprographics Contract No._____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a CONTRACT with the County of Los Angeles to provide certain services to the COUNTY. The COUNTY requires the corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, outsourced vendors and independent contractors (CONTRACTOR's staff) that will provide services in the above referenced Agreement are contractor's sole responsibility. contractor understands and agrees that CONTRACTOR's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's staff's performance of work under the above-referenced CONTRACT.

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

CONFIDENTIALITY AGREEMENT:

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

CONTRACTOR and CONTRACTOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's staff agree to forward all requests for the release of any data or information received to COUNTY's Contracts Administrator.

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

CONTRACTOR and CONTRACTOR's staff agree to report any and all violations of this Agreement by CONTRACTOR and CONTRACTOR's staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's staff become aware.

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

SIGNATURE: _____ DATE: 06 / 07 / 06

PRINTED NAME: Daniel Lomeli

POSITION: Sales Manager

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such CONTRACTs or subcontracts.

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

C. "CONTRACT" means any Agreement to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

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

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

2.203.030 Applicability.

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

2.203.040 CONTRACTOR Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

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 también esta apoyada por First 5 LA y INFO LINE de Los Angeles.

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

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

¿Cómo funciona?

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

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a CONTRACT with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a CONTRACT is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "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).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

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

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(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 Agreement;

(b) shall Disclose Protected Health Information to Covered Entity 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.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) 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 Paragraph. Business Associate 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.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate 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 Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this 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, Business Associate 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. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

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

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

(c) If neither termination or cure are feasible, Covered Entity 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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate 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 Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent or Subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

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

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT K

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

USER COMPLAINT REPORT (UCR) FORM

CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT FORM

DATE: _____

Requestor's Name: _____

Phone Extension: _____

Division: _____

VENDOR INFORMATION

Vendor Company Name: _____

Vendor Personnel Involved: _____

TYPE OF SERVICE (CHECK ONE)

- ☐ COPY/ SCANNING
- ☐ MESSENGER
- ☐ SUBPOENA
- ☐ COURT FILING
- ☐ SERVICE OF PROCESS

Date Of Request: _____

Time Of Request: _____

Deadline/ Timeframe Given: _____

STATUS OF REQUEST (CHECK ONE) :

- ☐ COMPLETED
- ☐ NOT COMPLETED

COMPLAINT (BRIEF EXPLANATION):

_____

_____

_____

_____

_____

_____

_____

EXHIBIT M

COUNTY COUNSEL SITE LOCATIONS

COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012 - *Executive Office* - *Administrative Services Bureau* - *General Litigation Division* - *Government Services Division* - *Health Services Division* - *Labor & Employment Division* - *Law Enforcement Division* - *Litigation Cost Division* - *Property Division* - *Public Works Dvision* - *Social Services Division*
Field Locations	Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754 - *Dependency Division* - *Dependency Appeals Division* Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754 World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071 - *Probate Division* - *Workers' Compensation* Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065 Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012 - *Transportation Division* 900 South Fremont Avenue Alhambra, CA 91803 - *Department of Public Works* Department 426 1040 W. Ave. J, Suite 1114 Lancaster, CA 93534 Sacramento Legislative Office 1150 K Street, Suite 400 Sacramento, CA 95814

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MACRO-PRO, INC

FOR

PHOTOCOPYING & RELATED SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
MACRO-PRO, INC.
FOR
PHOTOCOPYING AND RELATED SERVICES

This CONTRACT and Exhibits made and entered into this 1ST day of July, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and KNOX SERVICES, LLC hereinafter referred to as CONTRACTOR. MACRO-PRO, INC. is located at 2501 E. 28th Street, Suite 111, Signal Hill, CA 90755

RECITALS

WHEREAS, the COUNTY may CONTRACT with private businesses for Photocopying and Related Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Photocopying and Related Services; and

WHEREAS, the COUNTY has deemed it legal, feasible, and cost-effective to CONTRACT Photocopying and Related Services; and

WHEREAS, this CONTRACT is therefore authorized under Section 31000 of the California Government Code;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form 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.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - Performance Requirements Summary Chart
1.4 EXHIBIT D - CONTRACTOR's EEO Certification
1.5 EXHIBIT E - COUNTY's Administration
1.6 EXHIBIT F - CONTRACTOR's Administration
1.7 EXHIBIT G - CONTRACTOR Acknowledgement & Confidentiality Agreement
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibit:

1.10 EXHIBIT J - CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Technical Exhibits:

1.11 EXHIBIT K CONTRACTS DISCREPANCY REPORT
1.12 EXHIBIT L USER COMPLAINT REPORT (UCR) FORM
1.13 EXHIBIT M COUNTY COUNSEL SITE LOCATIONS

2.0 DEFINITIONS

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

herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **CONTRACT**: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 **COUNTY'S PROJECT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Contracts Administrator.

2.4 **COUNTY'S CONTRACTS ADMINISTRATOR:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.

2.5 **DAY(S):** Calendar day(s) unless otherwise specified.

2.6 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

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

4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one-year periods, for a maximum total CONTRACT term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Office of the Los Angeles County Counsel.

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

5.0 CONTRACT SUM

5.1 CONTRACTOR shall provide services at the rates set forth in Exhibit B, Pricing Schedule, which is attached and incorporated by this reference. COUNTY shall have no obligation for payment of fees or any work performed by CONTRACTOR except for those services which are expressly authorized pursuant to this CONTRACT.

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

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

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

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

5.5 **Invoices and Payments**

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

5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule.*

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

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

5.5.5 All invoices under this CONTRACT shall be submitted in two (2) copies to the following address:

Veritta Smith
Administrative Services Bureau
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Vsmith@counsel.co.la.ca.us
Fax (213) 617-6780

5.5.6 **County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contracts Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY. Upon approval of these invoices, payment by the COUNTY shall be made monthly, subject to auditing requirements of the COUNTY Auditor-Controller and provided that a CONTRACTOR is not in default under any provision of this CONTRACT.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this CONTRACT are met;
- making changes in the terms and conditions of this CONTRACT in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACTS ADMINISTRATOR

The responsibilities of the COUNTY's Contracts Administrator include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Contracts Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with COUNTY's Contracts Administrator on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 The CONTRACTOR shall provide all staff assigned to this CONTRACT with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the 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. The CONTRACTOR's 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.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this CONTRACT. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the County CONTRACT.

7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the 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.

7.4 Background and Security Investigations

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

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

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

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

7.5 Confidentiality

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.

7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit G*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County CONTRACTS, the COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the services to be provided by the CONTRACTOR under this CONTRACT shall also be reduced

correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

8.4 CHANGE NOTICES AND AMENDMENTS

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

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this CONTRACT, an Amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Project Director.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.4 The COUNTY's Contracts Administrator, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.5 COMPLAINTS

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

8.5.1 Within five (5) business days after CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contracts Administrator of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the COUNTY's Contracts Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service

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

2. For purposes of this 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 the 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 the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the

CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this CONTRACT or any competing CONTRACT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in

any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible CONTRACTORs.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors

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

8.12.4 CONTRACTOR HEARING BOARD

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

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

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.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County CONTRACTORS.

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

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

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

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through CONTRACT are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, 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.

8.19 FAIR LABOR STANDARDS

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to

create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

8.23 GENERAL INSURANCE REQUIREMENTS

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

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

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

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

- Specifically identify this CONTRACT;
- Clearly evidence all coverages required in this CONTRACT;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this CONTRACT; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or

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

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

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

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

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

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this CONTRACT.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Contracts Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this CONTRACT.

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

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Counsel, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the

the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any

and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of

this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Contracts Administrator and/or COUNTY's Project Director any dispute between the

COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Contracts Administrator or COUNTY's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the COUNTY's Contracts Administrator shall have

the authority to issue all notices or demands required or permitted by the COUNTY under this CONTRACT.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR

agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

8.36.2 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-paragraph 8.36 shall apply.

8.37 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 record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 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. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

8.37.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's cost obligation 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 cost obligation for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-County CONTRACTs) to enable the COUNTY to evaluate the CONTRACTOR's compliance with California labor laws and/or the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-County

CONTRACTs. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this CONTRACT is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and/or the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any

attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

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

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through

services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this CONTRACT. Without limiting the rights and remedies available to the COUNTY under any other provision of this CONTRACT, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this CONTRACT pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole

discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this CONTRACT on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails

to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet

the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "SUBCONTRACTOR" and "Subcontractor(s)" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this CONTRACT in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the County Counsel, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which the

COUNTY is otherwise entitled to under this CONTRACT, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.45 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any CONTRACT or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this CONTRACT, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit J* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

9.2.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the 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 the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

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

CONTRACTOR: (Macro-Pro, Inc.)

By Graciella Ojeda-Flores
Graciella Ojeda-Flores
Sales Manager

COUNTY OF LOS ANGELES

By_____
Michael D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Karen A. Lichtenberg
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide photocopying, scanning, digital imaging and digital media duplication, subpoena preparation and service, and related services, upon request from County Counsel's paralegal, secretarial, administrative, and management personnel.

1.2 Upon request by County Counsel, CONTRACTOR shall provide the above services at all COUNTY site locations listed on *Exhibit M, County Counsel site locations*. COUNTY may, on reasonable notice, add other site locations to this list.

1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County Counsel reserves the right to require the CONTRACTOR to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0, Hours/Days of Work* and *Paragraph 8.0, Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.

2.2 All changes must be made in accordance with *sub-paragraph 8.4, Change Notices and Amendments of the CONTRACT.*

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the CONTRACT. The Plan shall be submitted to the COUNTY's

Contracts Administrator for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that CONTRACT requirements are being met;

3.1.1 Activities to be monitored to ensure compliance with all CONTRACT requirements;

3.1.2 Monitoring methods to be used;

3.1.3 Frequency of monitoring with specific timelines, if possible;

3.1.4 Forms to be used in monitoring;

3.1.5 Title/ level and qualifications of personnel performing monitoring functions; and

3.1.6 Documentation methods for all monitoring results, including any corrective action taken.

3.2 A protocol for addressing/ resolving operations problems identified by the COUNTY that shall include, but not be limited to, the following elements:

3.2.1 The procedure flow starting from recording of identified problem, investigation, corrective action, up to feedback on corrective action and preventive maintenance plan to County Counsel;

3.2.2 The records, reports and forms to be used; and

3.2.3 The CONTRACTOR's personnel responsible for each task and time limits set for each task.

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this CONTRACT using the quality assurance procedures as defined in this CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.*

4.1 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the COUNTY's Contracts Administrator as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

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

4.2 User Complaint Form

Problems relating to the performance of the CONTRACTOR's personnel may be recorded by the COUNTY on a User Complaint Report Form (hereinafter referred to as "UCR"), Exhibit L. The CONTRACTOR shall respond in writing to the issue(s) stated in the UCR.

4.3 County Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to

this CONTRACT at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

5.0 DEFINITIONS

Photocopying Services shall mean photocopying, including but not limited to microfilming, image scanning, digital reproduction and storage into digital media. This also includes resizing and mounting of photographs with text or other graphics for trial-exhibit use; reproduction of large and bulky oversized documents such as engineering plans, maps, blueprints; reproduction of sensitive or aged documents; copying of videotape, audio cassettes, CDs, DVDs and various other electronic media pertinent to litigation support; preparation of duplicate negatives and enlarging of photographs; and establishing a document repository and reproduction services for litigation support.

Related Services shall mean any and all possible tasks CONTRACTOR must perform to provide requested duplication including preparation and service of "Subpoenas for Business Records Only" as defined in CCP 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

Rush Service for any records obtained by subpoena shall be defined as a situation in which COUNTY is requesting records in 25 days or less and by authorization in which COUNTY is requesting records in 7 days or less. Rush on any other service to be performed (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) shall be a situation in which COUNTY is requesting service within a period of 24 hours (work completed same time next day).

Regular Service shall be defined as a situation in which COUNTY is requesting records by subpoena in 26 days or more and records by authorization in 8 days

or more. For all other services Regular shall be defined as a situation in which COUNTY is requesting service within the period of three (3) days to one (1) work week as specified, at the time of the request.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The COUNTY, through the COUNTY's Contracts Administrator or Designee, will administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract- County.* Specific duties will include:

6.1.1 The COUNTY shall inform the CONTRACTOR of the name, address, and contact numbers of the COUNTY's Contracts Administrator.

6.1.2 The COUNTY's Contracts Administrator shall bear responsibility for and have full authority to do the following:

6.1.2.1 administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract – County.*

6.1.2.2 supervise and monitor the CONTRACTOR's performance in the daily operation of this CONTRACT.

6.1.2.3 provide direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.1.3 The COUNTY's Contracts Administrator shall bear responsibility for preparing Change Notices in accordance with the *CONTRACT,*

Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 CONTRACTOR shall provide the name, address and contact numbers of the CONTRACTOR's Contract Manager who shall be responsible for administering the CONTRACT upon award.

6.2.2 CONTRACTOR shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on COUNTY holidays. CONTRACTOR shall provide a telephone number where the Project Manager may be reached.

6.2.3 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 facilities similar in size and complexity.

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

6.2.5 Project Manager shall have three (3) years of documented experience.

6.3 Personnel

6.3.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be

authorized to act for CONTRACTOR in every detail and must speak and understand English.

6.3.2 CONTRACTOR's personnel shall be competent and responsible enough to handle sensitive materials and perform confidential duties.

6.3.3 CONTRACTOR's personnel shall acknowledge the attorney-client privilege and be bound by the Code of Professional Responsibility.

6.3.4 CONTRACTOR's personnel shall be courteous and neat in appearance at all times.

6.3.5 All CONTRACTOR personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the CONTRACT.

6.4 Identification Badges

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

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

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

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the CONTRACTOR's performance of the CONTRACT. The CONTRACTOR shall answer calls received by the answering service within one (1) hour of receipt of the call.When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, an answering service shall be provided to receive calls. The CONTRACTOR shall respond to calls received by the answering service within one hour of resuming office hours.

7.0 HOURS/DAYS OF WORK

7.1 CONTRACTOR's personnel will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.

7.2 CONTRACTOR shall not provide service on COUNTY recognized holidays. These holidays may change slightly from year to year. Upon request, the COUNTY's Contracts Administrator shall provide the CONTRACTOR with a list of holidays for the succeeding year prior to January 1 of that year.

8.0 SPECIFIC WORK REQUIREMENTS

8.1 CONTRACTOR shall provide photocopying and related services for all County Counsel site locations listed in *Exhibit M*.

8.2 CONTRACTOR shall provide such services within the timeframe specified at the time of COUNTY's request for service.

8.3 CONTRACTOR shall obtain verbal approval from COUNTY's Contracts Administrator or Designee before providing any services not specified under this CONTRACT.

8.4 CONTRACTOR shall provide detailed service reports to COUNTY as requested by COUNTY's Contracts Administrator or Designee.

8.5 If CONTRACTOR's personnel are unable to complete the task or service requested by the COUNTY within the timeframe requested, CONTRACTOR shall notify the specific COUNTY Staff who made the request, or the COUNTY's Contracts Administrator or Designee with enough time for COUNTY to use alternative methods to complete the request.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this CONTRACT for systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the COUNTY may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate the CONTRACT upon ten (10) days written notice with or without cause, as provided for in the CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience*.

EXHIBIT B

PRICING SCHEDULE

MACRO-PRO, INC.

Document Retrieval

CONFIDENTIAL PRICING SCHEDULE

Service	Volume Rate	
	Civil	W/C
Basic Fee	$37.00	$32.00
Service Trip	Included	Included
Copy Trip	Included	Included
Mileage	Included	Included
Check Advance Fee	Included	Included
Pagination	Included	Included
Phone Calls-Continental U.S	Included	Included
Status Calls	Included	Included
Out-of-Area Charge	Included	Included
Parking Fees	Included	Included
Clerical Fees	Included	Included
Status Letters	Included	Included
Subpoena Preparation	$ 7.00	$ 4.00
1st Set per Page	$ 0.16	$ 0.16
2nd Set CD or Download	**FREE ***	**FREE ***
2nd PAPER Set per Page	$ 0.12	$ 0.12
Shipping & Handling	At Cost	At Cost
Research	$5.00-$15.00	$5.00-$15.00

***When requested at the time of order and sent to the party receiving the paper set.**

MACRO-PRO, INC.

Document Retrieval

CONFIDENTIAL PRICING SCHEDULE

Service	Volume Rate	
	Civil	**Workers' Comp**
Super Rush Serve within 24 Hours, Records within 5 Days!		$50.00 W/C or Authorizations ONLY!
Rush	$25.00	
Tabbing (Charting)	$ 5.75	
Hand Service/Time Waiver	$25.00	
Special Delivery	$15.00	
X-Ray Duplication	$15.00	
Videotape Duplication	$15.00	
Audio Cassette Duplication	$ 9.00	
CD Duplication	$15.00	
DVD Duplication	$20.00	
Conversion of One Media to Another	$40.00	
Record Transcription	$35.00/Hour	
File Summary	$35.00 /Hour	
Audio Tape Transcription	$30.00/hour	

Quick Order ™, *Internet,* Phone, Fax, Mail, or Email
www.macropro.com

MACRO-PRO, INC.

Special Documents and Media

CONFIDENTIAL PRICING SCHEDULE

Service	Volume Rate
Black & White Photo (8 x 10) Plain Paper	$ 0.15
Color Photographs (8 x 10) Plain Paper	$ 1.25
B&W Photos on Photo Paper	$ 1.75
Color Photos on Photo Paper	$ 2.25
Oversize Standard B&W Copies	$ 1.00/ft^2
Oversize Color Copies	$ 9.00/ft^2
Mounting onto Foam Board	$ 6.00/ft^2
Mounting onto Gator Board	$ 8.00/ft^2
Mounting with Lamination	$ 4.00 ft^2
Scanning B&W Oversize to CD	$ 2.00/ft^2
Scanning Color Oversize to CD	$ 6.00/ft^2
CD with Scanned Oversized Documents	$35.00/CD
Blueprints (bond printing)	$ 1.30/ ft^2

Other media available. Please call for pricing.

MACRO-PRO, INC.

Information Services

CONFIDENTIAL PRICING SCHEDULE

Search	Price
EDEX Report Workers' Compensation Appeals Board Case Information	$ 3.00
Surname Search Matches names, addresses, and phone numbers of individuals within a geographic region.	$35.00*
Address Update Provides an individual's current address, Social Security number and year of birth.	$35.00*
Neighborhood Search Matches occupant name, phone number and length of residency. A demographic profile of the neighborhood is included.	$35.00*
DMV Report	
Driver Records	$20.00*
Vehicle, Boat and Trailer Ownership	$30.00*
Social Security Track (From 3 Credit Bureaus) Provides names and addresses of all individuals who have used a specific Social Security n umber for credit purposes. This tracking service can access up to three separate databases.	$35.00*
Civil or Criminal Court Filings Provides civil litigation history of an individual or business. Responses include plaintiff name, defendant name, file date, file number, and case type.	$20.00-$60.00*
Bankruptcies, Liens and Judgments Provides names and addresses of individuals and businesses whose history includes bankruptcy filing, municipal/small claims judgment or a tax lien.	$20.00*
Birth, Marriage or Death Records	$19.50*
National Death Locator Provides name, date of birth and state of last residency of a deceased.	$30.00*
Asset Verification	$35.00*
Real Property	
Business Ownership	
• **Professional Licensing Searches** Provides name and address of an individual or business that is licensed to perform specific services. Confirms license number, date of issuance, status and expiration dates.	$27.00*
Corporation and Limited Partnership Searches Verifies name, address, company status, inception date, id number and the registered agent of a corporation or limited partnership. Most states also provide officer names and business address.	$35.00*

OTHER SEARCHES ARE AVAILABLE. PLEASE CALL WITH YOUR REQUEST.

* Prices quoted are the minimum cost for each procedure. The cost of each search is dependent upon the source and the extent of the search. Each public and private entity charges differently for database access. A Basic Fee of $5.00 will be charged for each service.

MACRO-PRO, INC.

Litigation Support and Imaging Services

CONFIDENTIAL PRICING SCHEDULE

Procedure	Price
Basic	$ 5.00/File
SCANNING/COPYING LEVEL	
A Automatic Feed, No Staples or Clips	$0.10 /Page
B Straight Run-Automatic Feed With Large Stapled, Clipped or Tabbed Sections of 200 Pages or More.	$0.15/Page
C Stapled, Clipped or Tabbed Sections of 20 to 100 Pages	$0.18/Page
D Heavy Litigation, Stapled and Clipped Sections of 20 Pages or Less, Edge to Edge and Contrast Problems,2 Sided GBC, Different Sized Paper, Less Than 40% Glass Work.	$0.20/Page
E More Than 40% Glass Work, Severe Edge-to-Edge and Contrast Problems.	$0.24/Page
E More Than 40% Glass Work, Severe Edge-to-Edge and Contrast Problems.	$0.24/Page
F Sensitive or Aged Documents-Special Handling-Minimum	$0.24/Page
Indexing, Per Page Per Index	$0.05
CD ROM	$10.00/CD
Document Destruction with Certification of Destruction *Per 10,000 Pages or Fraction thereof*	$30.00
Set Up	Included
Trips	$15.00/Trip
Rush	$25.00

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contractor	7.1.1 Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	$50 for each instance of failure to notify County of change(s)
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain and provide the County Counsel with access to all required documents as specified in Sub-paragraph 8.37	Inspection of files	For any instance of non-compliance: option to terminate for material breach of contract.
Contract: Sub-paragraph 8.39 - Subcontracting	8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection & Observation	For any instance of non-compliance: option to terminate contract for material breach of contract.
Statement Of Work: Sub-paragraph 6.7- Contractor's Office	Office to be manned by at least one employee who can respond to inquiries, orders, and complaints in relation to this contract from 8:00 a.m. till 5:00 p.m., Monday through Friday. When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, Contractor shall answer calls received by answering service within one hour of receipt. Contractor's Order Clerks will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.	Observation User Complaint Reports by County personnel	$200 for every month with more than one instance of non-compliance. If not corrected within 90 days/ 3 months of notice, option to terminate contract.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

MACRO-PRO, INC.

2501 E. 28th Street, Suite 111, Signal Hill, CA 90755
Address

33-0387596
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Graciella Ojeda Flores Sales Manager
Authorized Official's Printed Name and Title

Graciella Ojeda Flores 6/8/06
Authorized Official's Signature Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: BRENDA J. WASHINGTON

Title: Head, Administrative Systems

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: bwashington@counsel.co.la.ca.us

COUNTY'S CONTRACTS ADMINISTRATOR:

Name: VERITTA SMITH

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: vsmith@counsel.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:Macro-Pro
CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Graciella Flores

Title: Sales Manager

Address: 2501 East 28th Street, Suite 111
Signal Hill, CA 90755

Telephone: 800-696-2511 X208

Facsimile: 562-595-8937

E-Mail Address: Graciella@macropro.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Patricia Waldeck

Title: President

Address: 2501 East 28th Street, Suite 111
Signal Hill, CA 90755
PO BOX 90459
Long Beach, CA 90809-0459

Telephone: 800-696-2511

Facsimile: 562-595-8937

E-Mail Address: pwaldeck@macropro.com

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Patricia Waldeck

Title: President

Address: PO BOX 90459
Long Beach, CA 90809-0459

Telephone: 800-696-2511

Facsimile: 562-595-8937

E-Mail Address: Pwaldeck@macropro.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

CONTRACTOR NAME Unlimited Reprographics Contract No._____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a CONTRACT with the County of Los Angeles to provide certain services to the COUNTY. The COUNTY requires the corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, outsourced vendors and independent contractors (CONTRACTOR's staff) that will provide services in the above referenced Agreement are contractor's sole responsibility. contractor understands and agrees that CONTRACTOR's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's staff's performance of work under the above-referenced CONTRACT.

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

CONFIDENTIALITY AGREEMENT:

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

CONTRACTOR and CONTRACTOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's staff agree to forward all requests for the release of any data or information received to COUNTY's Contracts Administrator.

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

CONTRACTOR and CONTRACTOR's staff agree to report any and all violations of this Agreement by CONTRACTOR and CONTRACTOR's staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's staff become aware.

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

SIGNATURE: Graciella Ojeda Flores DATE: 6/8/06

PRINTED NAME: Graciella Ojeda Flores

POSITION: Sales Manager

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a County CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such CONTRACTs or subcontracts.

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

C. "CONTRACT" means any Agreement to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

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

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

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

2.203.030 Applicability.

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

2.203.040 CONTRACTOR Jury Service Policy.

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

2.203.050 Other Provisions.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

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

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

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

2.203.070. Exceptions.

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

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

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

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

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

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

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

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

2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

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 J

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a CONTRACT with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a CONTRACT is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "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).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

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

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(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 Agreement;

(b) shall Disclose Protected Health Information to Covered Entity 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.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) 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 Paragraph. Business Associate 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.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate 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 Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this 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, Business Associate 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. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

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

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

(c) If neither termination or cure are feasible, Covered Entity 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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate 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 Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent or Subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

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

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT K

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

USER COMPLAINT REPORT (UCR) FORM

CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT FORM

DATE: _____

Requestor's Name: _____

Phone Extension: _____

Division: _____

VENDOR INFORMATION

Vendor Company Name: _____

Vendor Personnel Involved: _____

TYPE OF SERVICE (CHECK ONE)

- ☐ COPY/ SCANNING
- ☐ MESSENGER
- ☐ SUBPOENA
- ☐ COURT FILING
- ☐ SERVICE OF PROCESS

Date Of Request: _____

Time Of Request: _____

Deadline/ Timeframe Given: _____

STATUS OF REQUEST (CHECK ONE) :

- ☐ COMPLETED
- ☐ NOT COMPLETED

COMPLAINT (BRIEF EXPLANATION):

_____

_____

_____

_____

_____

_____

_____

EXHIBIT M

COUNTY COUNSEL SITE LOCATIONS

COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012 - *Executive Office* - *Administrative Services Bureau* - *General Litigation Division* - *Government Services Division* - *Health Services Division* - *Labor & Employment Division* - *Law Enforcement Division* - *Litigation Cost Division* - *Property Division* - *Public Works Dvision* - *Social Services Division*
Field Locations	Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754 - *Dependency Division* - *Dependency Appeals Division* Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754 World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071 - *Probate Division* - *Workers' Compensation* Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065 Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012 - *Transportation Division* 900 South Fremont Avenue Alhambra, CA 91803 - *Department of Public Works* Department 426 1040 W. Ave. J, Suite 1114 Lancaster, CA 93534 Sacramento Legislative Office 1150 K Street, Suite 400 Sacramento, CA 95814

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012 - *Executive Office* - *Administrative Services Bureau* - *General Litigation Division* - *Government Services Division* - *Health Services Division* - *Labor & Employment Division* - *Law Enforcement Division* - *Litigation Cost Division* - *Property Division* - *Public Works Dvision* - *Social Services Division*
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COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KNOX SERVICES, LLC

FOR

PHOTOCOPYING & RELATED SERVICES

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
KNOX SERVICES, LLC
FOR
PHOTOCOPYING AND RELATED SERVICES

This CONTRACT and Exhibits made and entered into this 1ST day of July, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and KNOX SERVICES, LLC hereinafter referred to as CONTRACTOR. KNOX SERVICES, LLC is located at 600 W. Seventh Street 135, Los Angeles, CA 90017.

RECITALS

WHEREAS, the COUNTY may CONTRACT with private businesses for Photocopying and Related Services when certain requirements are met; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing Photocopying and Related Services; and

WHEREAS, the COUNTY has deemed it legal, feasible, and cost-effective to CONTRACT Photocopying and Related Services; and

WHEREAS, this CONTRACT is therefore authorized under Section 31000 of the California Government Code;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form 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.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - Performance Requirements Summary Chart
1.4 EXHIBIT D - CONTRACTOR's EEO Certification
1.5 EXHIBIT E - COUNTY's Administration
1.6 EXHIBIT F - CONTRACTOR's Administration
1.7 EXHIBIT G - CONTRACTOR Acknowledgement & Confidentiality Agreement
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibit:

1.10 EXHIBIT J - CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA)

Technical Exhibits:

1.11 EXHIBIT K CONTRACTS DISCREPANCY REPORT
1.12 EXHIBIT L USER COMPLAINT REPORT (UCR) FORM
1.13 EXHIBIT M COUNTY COUNSEL SITE LOCATIONS

2.0 DEFINITIONS

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

herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **CONTRACT**: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 **COUNTY'S PROJECT DIRECTOR:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Contracts Administrator.

2.4 **COUNTY'S CONTRACTS ADMINISTRATOR:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.

2.5 **DAY(S):** Calendar day(s) unless otherwise specified.

2.6 **FISCAL YEAR:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

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

4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one-year periods, for a maximum total CONTRACT term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Office of the Los Angeles County Counsel.

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

5.0 CONTRACT SUM

5.1 CONTRACTOR shall provide services at the rates set forth in Exhibit B, Pricing Schedule, which is attached and incorporated by this reference. COUNTY shall have no obligation for payment of fees or any work performed by CONTRACTOR except for those services which are expressly authorized pursuant to this CONTRACT.

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

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

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

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

5.5 **Invoices and Payments**

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

5.5.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule.*

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

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

5.5.5 All invoices under this CONTRACT shall be submitted in two (2) copies to the following address:

Veritta Smith
Administrative Services Bureau
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Vsmith@counsel.co.la.ca.us
Fax (213) 617-6780

5.5.6 **County Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contracts Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY. Upon approval of these invoices, payment by the COUNTY shall be made monthly, subject to auditing requirements of the COUNTY Auditor-Controller and provided that a CONTRACTOR is not in default under any provision of this CONTRACT.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the COUNTY's Project Director include:

- ensuring that the objectives of this CONTRACT are met;
- making changes in the terms and conditions of this CONTRACT in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY'S CONTRACTS ADMINISTRATOR

The responsibilities of the COUNTY's Contracts Administrator include:

- meeting with the CONTRACTOR's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Contracts Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The CONTRACTOR's Project Manager is designated in *Exhibit F - Contractor's Administration*. The CONTRACTOR shall notify the

COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Manager.

7.1.2 The CONTRACTOR's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with COUNTY's Contracts Administrator on a regular basis.

7.1.3 The CONTRACTOR's Project Manager must have three (3) years of documented, prior experience discharging supervisory functions in the messenger and court filing services industry.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 The CONTRACTOR shall provide all staff assigned to this CONTRACT with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of the COUNTY and the 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. The CONTRACTOR's 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.

7.3.2 The CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working under this CONTRACT. The CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from the County CONTRACT.

7.3.3 If COUNTY requests the removal of the CONTRACTOR's staff, the 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.

7.4 Background and Security Investigations

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

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

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

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

7.5 Confidentiality

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this CONTRACT in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.

7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to County CONTRACTS, the COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the services to be provided by the CONTRACTOR under this CONTRACT shall also be reduced

correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this CONTRACT.

8.4 CHANGE NOTICES AND AMENDMENTS

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

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this CONTRACT, an Amendment shall be prepared and executed by the CONTRACTOR and by the COUNTY's Project Director.

8.4.3 The COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.4.4 The COUNTY's Contracts Administrator, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 - Term of Contract*. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the COUNTY's Contracts Administrator.

8.5 COMPLAINTS

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

8.5.1 Within five (5) business days after CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Contracts Administrator of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.7 Copies of all written responses shall be sent to the COUNTY's Contracts Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service

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

2. For purposes of this 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 the 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 the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the CONTRACT, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such Subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the

CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this CONTRACT or any competing CONTRACT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in

any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY's policy to conduct business only with responsible CONTRACTORs.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors

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

8.12.4 CONTRACTOR HEARING BOARD

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

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

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.

4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor

Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County CONTRACTORS.

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

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

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

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through CONTRACT are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, 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.

8.19 FAIR LABOR STANDARDS

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to

create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

8.21.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.

8.21.4 The CONTRACTOR shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT.

8.23 GENERAL INSURANCE REQUIREMENTS

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

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

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

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

- Specifically identify this CONTRACT;
- Clearly evidence all coverages required in this CONTRACT;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this CONTRACT; and
- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or

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

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

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

8.23.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

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

- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this CONTRACT.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Contracts Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this CONTRACT.

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

8.23.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the County Counsel, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the

the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not satisfactorily performed. A written notice describing the reasons for said action, the work not satisfactorily performed, and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any

and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

8.27.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

8.27.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.27.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the COUNTY.

8.27.7 If the COUNTY finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of

this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Contracts Administrator and/or COUNTY's Project Director any dispute between the

COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Contracts Administrator or COUNTY's Project Director is not able to resolve the dispute, the County Counsel or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration* and *F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Counsel through the COUNTY's Contracts Administrator shall have

the authority to issue all notices or demands required or permitted by the COUNTY under this CONTRACT.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR

agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

8.36.2 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-paragraph 8.36 shall apply.

8.37 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 record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 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. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.

8.37.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's cost obligation 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 cost obligation for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.37.4 In addition to the above, the CONTRACTOR agrees, should the COUNTY or its authorized representatives determine, in the COUNTY's sole discretion, that it is necessary or appropriate to review a broader scope of the CONTRACTOR's records (including, certain records related to non-County CONTRACTs) to enable the COUNTY to evaluate the CONTRACTOR's compliance with California labor laws and/or the COUNTY's Living Wage Program, that the CONTRACTOR shall promptly and without delay provide to the COUNTY, upon the written request of the COUNTY or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the COUNTY under this CONTRACT, including without limitation, records relating to work performed by said employees on the CONTRACTOR's non-County

CONTRACTs. The CONTRACTOR further acknowledges that the foregoing requirement in this subparagraph relative to CONTRACTOR's employees who have provided services to the COUNTY under this CONTRACT is for the purpose of enabling the COUNTY in its discretion to verify the CONTRACTOR's full compliance with and adherence to California labor laws and/or the COUNTY's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

8.39.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any

attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.

8.39.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

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

8.39.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.

8.39.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

8.39.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

8.39.6 The COUNTY's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

8.39.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through

services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

8.39.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

The Office of the Los Angeles County Counsel
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 605
Los Angeles, CA 90012
Attention: Veritta Smith

before any Subcontractor employee may perform any work hereunder.

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

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this CONTRACT. Without limiting the rights and remedies available to the COUNTY under any other provision of this CONTRACT, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this CONTRACT pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole

discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this CONTRACT on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails

to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.42.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Sub-paragraph 8.42.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet

the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "SUBCONTRACTOR" and "Subcontractor(s)" mean Subcontractor(s) at any tier.

8.42.4 If, after the COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the COUNTY terminates this CONTRACT in its entirety due to the CONTRACTOR's default as provided in Sub-paragraph 8.42.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the County Counsel, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which the

COUNTY is otherwise entitled to under this CONTRACT, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:

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

8.44.2 The rights and remedies of the COUNTY provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.45 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any CONTRACT or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this CONTRACT, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit J* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).*

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

9.2.2 The CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

9.2.4 If the 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 the CONTRACTOR is no longer eligible for certification as a result in a change of their status and the CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

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

CONTRACTOR: (Knox Services, LLC)

By _____
Stephen D. Olch
Vice President and General Manager

COUNTY OF LOS ANGELES

By_____
Michael D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By_____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By_____
Karen A. Lichtenberg
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK

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1.0 SCOPE OF WORK

1.1 CONTRACTOR shall provide photocopying, scanning, digital imaging and digital media duplication, subpoena preparation and service, and related services, upon request from County Counsel's paralegal, secretarial, administrative, and management personnel.

1.2 Upon request by County Counsel, CONTRACTOR shall provide the above services at all COUNTY site locations listed on *Exhibit M, County Counsel site locations*. COUNTY may, on reasonable notice, add other site locations to this list.

1.3 The County Counsel reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County Counsel reserves the right to require the CONTRACTOR to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0, Hours/Days of Work* and *Paragraph 8.0, Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.

2.2 All changes must be made in accordance with *sub-paragraph 8.4, Change Notices and Amendments of the CONTRACT.*

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure the COUNTY a consistently high level of service throughout the term of the CONTRACT. The Plan shall be submitted to the COUNTY's

Contracts Administrator for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that CONTRACT requirements are being met;

3.1.1 Activities to be monitored to ensure compliance with all CONTRACT requirements;

3.1.2 Monitoring methods to be used;

3.1.3 Frequency of monitoring with specific timelines, if possible;

3.1.4 Forms to be used in monitoring;

3.1.5 Title/ level and qualifications of personnel performing monitoring functions; and

3.1.6 Documentation methods for all monitoring results, including any corrective action taken.

3.2 A protocol for addressing/ resolving operations problems identified by the COUNTY that shall include, but not be limited to, the following elements:

3.2.1 The procedure flow starting from recording of identified problem, investigation, corrective action, up to feedback on corrective action and preventive maintenance plan to County Counsel;

3.2.2 The records, reports and forms to be used; and

3.2.3 The CONTRACTOR's personnel responsible for each task and time limits set for each task.

4.0 QUALITY ASSURANCE PLAN

The COUNTY will evaluate the CONTRACTOR's performance under this CONTRACT using the quality assurance procedures as defined in this CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.*

4.1 Contract Discrepancy Report

Notification of a contract discrepancy will be made to the COUNTY's Contracts Administrator as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

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

4.2 User Complaint Form

Problems relating to the performance of the CONTRACTOR's personnel may be recorded by the COUNTY on a User Complaint Report Form (hereinafter referred to as "UCR"), Exhibit L. The CONTRACTOR shall respond in writing to the issue(s) stated in the UCR.

4.3 County Observations

In addition to departmental contracting staff, other COUNTY personnel may observe performance, activities, and review documents relevant to

this CONTRACT at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR's performance.

5.0 DEFINITIONS

Photocopying Services shall mean photocopying, including but not limited to microfilming, image scanning, digital reproduction and storage into digital media. This also includes resizing and mounting of photographs with text or other graphics for trial-exhibit use; reproduction of large and bulky oversized documents such as engineering plans, maps, blueprints; reproduction of sensitive or aged documents; copying of videotape, audio cassettes, CDs, DVDs and various other electronic media pertinent to litigation support; preparation of duplicate negatives and enlarging of photographs; and establishing a document repository and reproduction services for litigation support.

Related Services shall mean any and all possible tasks CONTRACTOR must perform to provide requested duplication including preparation and service of "Subpoenas for Business Records Only" as defined in CCP 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

Rush Service for any records obtained by subpoena shall be defined as a situation in which COUNTY is requesting records in 25 days or less and by authorization in which COUNTY is requesting records in 7 days or less. Rush on any other service to be performed (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) shall be a situation in which COUNTY is requesting service within a period of 24 hours (work completed same time next day).

Regular Service shall be defined as a situation in which COUNTY is requesting records by subpoena in 26 days or more and records by authorization in 8 days

or more. For all other services Regular shall be defined as a situation in which COUNTY is requesting service within the period of three (3) days to one (1) work week as specified, at the time of the request.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The COUNTY, through the COUNTY's Contracts Administrator or Designee, will administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract- County.* Specific duties will include:

6.1.1 The COUNTY shall inform the CONTRACTOR of the name, address, and contact numbers of the COUNTY's Contracts Administrator.

6.1.2 The COUNTY's Contracts Administrator shall bear responsibility for and have full authority to do the following:

6.1.2.1 administer the CONTRACT according to the CONTRACT, *Paragraph 6.0, Administration of Contract – County.*

6.1.2.2 supervise and monitor the CONTRACTOR's performance in the daily operation of this CONTRACT.

6.1.2.3 provide direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.

6.1.3 The COUNTY's Contracts Administrator shall bear responsibility for preparing Change Notices in accordance with the *CONTRACT,*

Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 CONTRACTOR shall provide the name, address and contact numbers of the CONTRACTOR's Contract Manager who shall be responsible for administering the CONTRACT upon award.

6.2.2. CONTRACTOR shall provide a full-time Project Manager or designated alternate. COUNTY must have access to the Project Manager anytime between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on COUNTY holidays. CONTRACTOR shall provide a telephone number where the Project Manager may be reached.

6.2.3 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 facilities similar in size and complexity.

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

6.2.5 Project Manager shall have three (3) years of documented experience.

6.3 Personnel

6.3.1 CONTRACTOR shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be

authorized to act for CONTRACTOR in every detail and must speak and understand English.

6.3.2 CONTRACTOR's personnel shall be competent and responsible enough to handle sensitive materials and perform confidential duties.

6.3.3 CONTRACTOR's personnel shall acknowledge the attorney-client privilege and be bound by the Code of Professional Responsibility.

6.3.4 CONTRACTOR's personnel shall be courteous and neat in appearance at all times.

6.3.5 All CONTRACTOR personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the CONTRACT.

6.4 Identification Badges

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

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the CONTRACTOR. CONTRACTOR shall use materials and equipment that are safe for the environment and safe for use by the employee.

6.6 Training

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

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7 Contractor's Office

CONTRACTOR shall maintain an office with a telephone in the company's name where CONTRACTOR conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the CONTRACTOR's performance of the CONTRACT. The CONTRACTOR shall answer calls received by the answering service within one (1) hour of receipt of the call.When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, an answering service shall be provided to receive calls. The CONTRACTOR shall respond to calls received by the answering service within one hour of resuming office hours.

7.0 HOURS/DAYS OF WORK

7.1 CONTRACTOR's personnel will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.

7.2 CONTRACTOR shall not provide service on COUNTY recognized holidays. These holidays may change slightly from year to year. Upon request, the COUNTY's Contracts Administrator shall provide the CONTRACTOR with a list of holidays for the succeeding year prior to January 1 of that year.

8.0 SPECIFIC WORK REQUIREMENTS

8.1 CONTRACTOR shall provide photocopying and related services for all County Counsel site locations listed in *Exhibit M*.

8.2 CONTRACTOR shall provide such services within the timeframe specified at the time of COUNTY's request for service.

8.3 CONTRACTOR shall obtain verbal approval from COUNTY's Contracts Administrator or Designee before providing any services not specified under this CONTRACT.

8.4 CONTRACTOR shall provide detailed service reports to COUNTY as requested by COUNTY's Contracts Administrator or Designee.

8.5 If CONTRACTOR's personnel are unable to complete the task or service requested by the COUNTY within the timeframe requested, CONTRACTOR shall notify the specific COUNTY Staff who made the request, or the COUNTY's Contracts Administrator or Designee with enough time for COUNTY to use alternative methods to complete the request.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

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

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

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

- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this CONTRACT for systematic, deliberate misrepresentations or unacceptable levels of performance.
- In the event of failure by the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days, the COUNTY may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate the CONTRACT upon ten (10) days written notice with or without cause, as provided for in the CONTRACT, *Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.*

EXHIBIT B

PRICING SCHEDULE

LOS ANGELES COUNTY COUNSEL
REQUEST FOR PROPOSAL
PRICING FOR PHOTOCOPYING AND RELATED SERVICES

BASIC CHARGE (per location)	$15.50
SUBPOENA PREPARATION (per location):	
Civil & WCAB	5.00
U.S. District Court	5.00
SERVICE OF SUBPOENA/AUTHORIZATION	7.00
FIELD TRIP (all additional trips)	7.00
FIRST COPY/SCANS (per page)	.14
ADDITIONAL COPIES	.14
FEES ADVANCED	COST
(Witness fees, parking, certain x-ray requests, certain out-of-town requests, etc.)	
BANK PROCESSING FEE (for Fees Advanced)	2.50 or 10%
RUSH CHARGE	25.00
EXTENSIVE RESEARCH (per hour)	25.00
WAITING TIME (per hour)	25.00
TABBING/INDEXING (per tab)	2.50
PAGINATION (per page)	.06
TELEPHONE (Calls/Statuses)	COST
MILEAGE	N/C
MAILING & HANDLING	3.00
CERTIFICATION OF NO RECORDS	5.00
TRIAL EXHIBITS – COLOR MOUNTED (per square foot)	15.25
TRIAL EXHIBITS – BLACK & WHITE MOUNTED (per square foot)	6.00
X-RAY DUPLICATION (per film)	10.00
BLUEPRINTS (white bond copy, per square foot)	1.65
COLOR LASER COPIES (per page – 8.5"x11")	2.25
AUDIO DUPLICATION (per tape)	15.00
VIDEO DUPLICATION (per tape)	25.00
OUTSIDE CALIFORNIA (all other states)	24.00
INTERNATIONAL RATES	Regular rates plus $50 per hour

IMAGING

CD'S ORIGINALS AND DUPLICATES	10.00
DVD'S DUPLICATES	15.00
DISKETTES	5.00
REPOSITORY (paper or online)	CALL FOR QUOTE (Prices Vary based On Volume)

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Paragraph 7.0 – Administration of Contract – Contractor	7.1.1 Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	$50 for each instance of failure to notify County of change(s)
Contract: Sub-paragraph 8.37 - Record Retention & Inspection/Audit Settlement	Contractor to maintain and provide the County Counsel with access to all required documents as specified in Sub-paragraph 8.37	Inspection of files	For any instance of non-compliance: option to terminate for material breach of contract.
Contract: Sub-paragraph 8.39 - Subcontracting	8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection & Observation	For any instance of non-compliance: option to terminate contract for material breach of contract.
Statement Of Work: Sub-paragraph 6.7- Contractor's Office	Office to be manned by at least one employee who can respond to inquiries, orders, and complaints in relation to this contract from 8:00 a.m. till 5:00 p.m., Monday through Friday. When the office is closed, before 8:00 a.m. and after 5:00 p.m. excluding weekends and holidays, Contractor shall answer calls received by answering service within one hour of receipt. Contractor's Order Clerks will be available to receive requests for service from 8:00 a.m. till 5:00 p.m., Monday through Friday.	Observation User Complaint Reports by County personnel	$200 for every month with more than one instance of non-compliance. If not corrected within 90 days/ 3 months of notice, option to terminate contract.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

KNOX SERVICES, LLC.

600 W. Seventh Street 135, Los Angeles, CA 90017
Address

33-0664190
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

STEPHEN D. OLCH, VICE PRESIDENT AND GENERAL MANAGER
Authorized Official's Printed Name and Title

Authorized Official's Signature

06/08/06
Date

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: BRENDA J. WASHINGTON

Title: Head, Administrative Systems

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: bwashington@counsel.co.la.ca.us

COUNTY'S CONTRACTS ADMINISTRATOR:

Name: VERITTA SMITH

Address: 500 W. Temple St., Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: vsmith@counsel.co.la.ca.us

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: KNOX SERVICES, LLP
CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: THERESA CONLEY
Title: ACCOUNT MANAGER
Address: 2201 E. FOURTH STREET
SANTA ANA, CA 92705
Telephone: (213) 327-6963
Facsimile: (714) 479-1660
E-Mail Address: TCONLEY@KNOXSERVICES.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: STEPHEN D. OLCH
Title: VICE PRESIDENT & GENERAL MANAGER
Address: 2201 E. FOURTH STREET
SANTA ANA, CA 92705
Telephone: (714) 558-6262
Facsimile: (714) 479-1660
E-Mail Address: SOLCH@KNOXSERVICES.COM

Name: JOHN F. MAGUIRE

Title: VICE PRESIDENT

Address: 2250 FOURTH AVENUE
SAN DIEGO, CA 92101

Telephone: (619) 685-4249

Facsimile: (619) 685-4292

E-Mail Address: JMAGUIRE@KNOXSERVICES.COM

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: STEPHEN D. OLCH

Title: VICE PRESIDENT & GENERAL MANAGER

Address: 2201 E. FOURTH STREET
SANTA ANA, CA 92705

Telephone: (714) 558-6262

Facsimile: (714) 479-1660

E-Mail Address: SOLCH@KNOXSERVICES.COM

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

CONTRACTOR NAME Knox Services, LLC. Contract No._____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a CONTRACT with the County of Los Angeles to provide certain services to the COUNTY. The COUNTY requires the corporation to sign this CONTRACTOR Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, outsourced vendors and independent contractors (CONTRACTOR's staff) that will provide services in the above referenced Agreement are contractor's sole responsibility. contractor understands and agrees that CONTRACTOR's staff must rely exclusively upon contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's staff's performance of work under the above-referenced CONTRACT.

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

CONFIDENTIALITY AGREEMENT:

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

CONTRACTOR and CONTRACTOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT between CONTRACTOR and the County of Los Angeles. CONTRACTOR and CONTRACTOR's staff agree to forward all requests for the release of any data or information received to COUNTY's Contracts Administrator.

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

CONTRACTOR and CONTRACTOR's staff agree to report any and all violations of this Agreement by CONTRACTOR and CONTRACTOR's staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's staff become aware.

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

SIGNATURE: _____ DATE: 06 / 08 / 06

PRINTED NAME: STEPHEN D. OLCH

POSITION: VICE PRESIDENT AND GENERAL MANAGER

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

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

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

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 J

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, CONTRACTOR ("Business Associate") provides services ("Services") to COUNTY ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a CONTRACT with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a CONTRACT is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 "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).

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, 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 Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "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.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 "Services" has the same meaning as in the body of this Agreement.

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

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(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 Agreement;

(b) shall Disclose Protected Health Information to Covered Entity 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.

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) 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 Paragraph. Business Associate 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.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

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

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate 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 Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity 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 Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this 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, Business Associate 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. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

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

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

(c) If neither termination or cure are feasible, Covered Entity 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, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate 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 Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 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. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written Agreement obligating the agent or Subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.

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

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT K

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT L

USER COMPLAINT REPORT (UCR) FORM

CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT FORM

DATE: _____

Requestor's Name: _____

Phone Extension: _____

Division: _____

VENDOR INFORMATION

Vendor Company Name: _____

Vendor Personnel Involved: _____

TYPE OF SERVICE (CHECK ONE)

- ☐ COPY/ SCANNING
- ☐ MESSENGER
- ☐ SUBPOENA
- ☐ COURT FILING
- ☐ SERVICE OF PROCESS

Date Of Request: _____

Time Of Request: _____

Deadline/ Timeframe Given: _____

STATUS OF REQUEST (CHECK ONE) :

- ☐ COMPLETED
- ☐ NOT COMPLETED

COMPLAINT (BRIEF EXPLANATION):

_____

_____

_____

_____

_____

_____

_____

EXHIBIT M

COUNTY COUNSEL SITE LOCATIONS

COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 652 500 W. Temple Street Los Angeles, CA 90012 - *Executive Office* - *Administrative Services Bureau* - *General Litigation Division* - *Government Services Division* - *Health Services Division* - *Labor & Employment Division* - *Law Enforcement Division* - *Litigation Cost Division* - *Property Division* - *Public Works Dvision* - *Social Services Division*
Field Locations	Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754 - *Dependency Division* - *Dependency Appeals Division* Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754 World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071 - *Probate Division* - *Workers' Compensation* Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065 Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012 - *Transportation Division* 900 South Fremont Avenue Alhambra, CA 91803 - *Department of Public Works* Department 426 1040 W. Ave. J, Suite 1114 Lancaster, CA 93534 Sacramento Legislative Office 1150 K Street, Suite 400 Sacramento, CA 95814

COUNTY MAY, ON REASONABLE NOTICE, ADD TO OR DELETE FROM THESE LOCATIONS.