COUNTY OF LOS ANGELES
Child Support Services Department

Philip L. Browning
Director

AGENDA DATE: December 5, 2006

November 21, 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 ACCEPTANCE OF GRANT AWARD FROM THE PRODUCTIVITY INVESTMENT FUND AND APPROVE CONTRACT BETWEEN COUNTY OF LOS ANGELES AND HEALTH MANAGEMENT SYSTEMS, INC. (HMS) FOR HEALTH INSURANCE INFORMATION (DATA MINING) SERVICES
(ALL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign the attached one-year Agreement with Health Management Systems, Inc., effective December 5, 2006, or the day after Board approval, whichever is later, for Health Insurance Information (Data Mining) Services through insurance identification matches for the purpose of establishing health care coverage in child support cases and implementing Operation Medical Support in Los Angeles County. The cost of the Agreement is $105,000.00 for one year, with a maximum contract amount of $210,000.00, fully funded by State and federal revenue, if an option to extend for one additional year is exercised.

2. Accept the attached Productivity Investment Fund (PIF) grant award (Attachment B) from the County of Los Angeles Quality and Productivity Commission in the amount of $145,453.00 to implement Operation Medical Support. In fiscal year 06-07, $72,351.00 will be provided, and in fiscal year 07-08, $73,102.00 will be provided.

3. Delegate authority to the Director of the Child Support Services Department (CSSD) to exercise an option to extend the agreement with HMS described above for one year at a cost of $105,000.00, funded by State and federal revenue.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Operation Medical Support is a pilot project to improve the health and well-being of families by increasing enrollment of children in Los Angeles County into private medical insurance plans. This project will allow the Child Support Services Department (CSSD) to find and pursue employer sponsored medical insurance plans available to case participants in its caseload.

Pursuant to California Welfare & Institution Code Section 903 and California Family Code Section 17402, CSSD is mandated to establish support orders that include medical insurance coverage for the children in its caseload. Through Operation Medical Support, CSSD plans to enhance the ability of children and families to access quality health care. The Contractor will provide CSSD with health insurance information for parents who failed to enroll their children in available employer sponsored health care through national commercial carrier matches, wage/new hire matches and DEERS/Champus matches. The County's ability to implement proper support orders, including the medical insurance portion, relies upon the CSSD's ability to ascertain whether a noncustodial parent has a private medical insurance plan under which their child could be enrolled. Operation Medical Support and the proposed contract with the Health Management Systems, Inc. (HMS) will greatly help the CSSD's ability to find private medical insurance for the children for whom it establishes orders.

The contractor provides health insurance identification for Title IV-D dependents and their noncustodial parents through Data Mining Services using national commercial carrier matches. The medical insurance information received will be used for the purpose of enrolling the children in the medical insurance plans available through their parent's employers. CSSD wishes to contract with HMS to utilize the health insurance identification services Grant funds and a federal match will be used to cover the cost of HMS's services and to reimburse the department for salary and employee benefits for two (2) Child Support Officers II's (CSO) that will be reassigned to work exclusively on this project full-time. The CSO will follow-up on the information provided by HMS and work with noncustodial parents, employers and insurance companies in an effort to enroll eligible children in available health insurance plans.

Implementation of Strategic Plan Goals

Acceptance of the grant and approval of the Contract with the Health Management Systems supports the County's Strategic Plan Goal No. 5, "Children and Families Well-Being," by enhancing the ability of children and families to access quality health care paid for by private insurance companies.

FISCAL IMPACT/FINANCING

Following approval by your Board, $145,453.00 will be awarded by the County of Los Angeles Quality and Productivity Commission to CSSD. In Fiscal Year 06-07, $72,351.00 will be provided, and in Fiscal Year 07-08, $73,102.00 will be provided. CSSD has submitted a request for a federal match of these funds in the amount of $282,349.12. The remaining program costs are in the form of in-kind contributions in the amount of $367,914.31. The recommended action does not result in net county cost. The total project cost for FYs 06-07 and 07-08 are $795,716.43.

The maximum contract sum to HMS will not exceed $105,000.00 in contract year 06-07 and the maximum contract sum will not exceed $105,000.00 in contract year 07-08.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County of Los Angeles Quality and Productivity Commission awarded CSSD a PIF grant in the amount of $145,453.00 to assist in the funding of "Operation Medical Support." (Attachment B). On July 11, 2000, your Board approved guidelines for the acceptance of any grants of $100,000.00 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review (Attachment A). CSSD seeks delegated authority for the Director of CSSD to execute the grant agreement documents and any authorized amendments with the County of Los Angeles Quality and Productivity Commission.

The PIF grant funding is currently available for a renewal in FY 07-08. The maximum contract sum for the first one-year term, which is payable for the health insurance identification services, shall not exceed $105,000. Either party may terminate the contract with a thirty (30) day written notice. The contract has been reviewed by County Counsel and CAO.

CONTRACTING PROCESS

On August 1, 2006, the Child Support Services Department released the Health Insurance Information (Data Mining) Services (RFP). Information regarding the Request for Proposals (RFP) was advertised in the La Opinion News, Los Angeles Times, Daily News Los Angeles, Antelope Valley Press, L.A. Watts Times, Inc. Daily Breeze and the Los Angeles County OSB website.

Seventeen (17) companies requested a copy of the Health Insurance Information (Data Mining) Services (RFP). Two (2) companies attended the mandatory Proposer's conference on August 28, 2006 and one (1) proposal was received from Health Management Systems, Inc. (HMS) on September 13, 2006.

Senior Staff from Child Support Services Department reviewed the proposal. HMS was selected because their proposal indicates that they have the experience and qualifications to perform the required services with optimal results.

The department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECT)

There will be no impact on current County employees or on other services provided to other County Departments.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the approved Agreement and two copies to the Child Support Services Department, Contract Management Division, 5770 South Eastern Avenue, 3rd Floor, Commerce, California 90040, Attention: Elisha Gardner, and one executed copy of the approved Agreement with attachments to: Office of the County Counsel Attn: David Beaudet, 500 W. Temple Street, #602, Los Angeles CA 90012.

Respectfully submitted,

Philip L. Browning
Director

PLB:lb

Attachments

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

Attachment A

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants $100,000 or More

Department: Child Support Services Department

Grant Project Title and Description

Operation Medical Support - A pilot project to improve the health and well-being of families by increasing enrollment of children in Los Angeles County into private medical insurance plans.

Funding Agency	**Program (Fed. Grant #/State Bill or Code #)**	**Grant Acceptance Deadline**
County of Los Angeles Quality and Productivity Commission	06.13	

Total Amount of Grant Funding: $145,453.00	**County Match:** N/A	
Grant Period: **December 5, 2006 through December 4, 2008**	**Begin Date:** **December 5, 2006**	**End Date:** **December 4, 2008**
Number of Personnel Hired Under This Grant:	**Full Time**: N/A	**Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? **N/A**	Yes___	No____
Will all personnel hired for this program be placed on temporary ("N") items? **N/A**	Yes___	No____
Is the County obligated to continue this program after the grant expires?	Yes___	No X
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes___	No X
b.) Identify other revenue sources (describe below) **Seek additional grant funding sources.**	Yes X	No____
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes X	No____

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

Department Head Signature_____ Date: 11/21/06

ATTACHMENT B

February 28, 2006

CSSD

MAR 07 2006

EXECUTIVE OFFICE

Philip L. Browning, Director
Child Support Services
5770 South Eastern Avenue
Commerce, CA 90040-2924

Dear Mr. Browning:

This is to advise you that the Child Support Service's ***"Operation Medical Support"***, was approved for funding by the Quality and Productivity Commission on February 25, 2006.

Operation Medical Support

Grant/Loan Number:	**06.13**
Grant Amount:	**$ 145,453**
Loan Amount:	**$ 0**

The attached Agreement of Acceptance of Funds outlines the terms and conditions of the grant. Also attached is a Schedule of Withdrawal along with the Notice of Funding. If you approve of the terms in these documents, please sign and return them within **30 days** from the date of this letter to:

Quality and Productivity Commission
565 Kenneth Hahn Hall of Administration
500 West Temple Street, Los Angeles, CA 90012

Please let Executive Director Ruth A. Wong at (213) 974-1361 or Programs Manager Merce M. Gillo at (213) 974-1390 if you have any questions or need additional information.

Congratulations on the approval of your project. We look forward to your reports on the success of your project.

Sincerely,

Ruth A. Wong for

Jeanne L. Kennedy
Commission Chair

JTH:MMG
Attachments

c: CAO Budget Analyst
Departmental Productivity Manager
CAO Budget Services
Executive Office, Board of Supervisors

We support plain language.

06.13

County of Los Angeles

Quality and Productivity Commission

565 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Telephone: (213) 974-1361
(213) 974-1390
(213) 893-0322
Facsimile: (213) 626-3890
Website: http://qpc.co.la.ca.us

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Jeanne L. Kennedy
1st Vice-Chair
Patricia D. Johnson
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Ernest J. Friedman
Evelyn M. Gutierrez
Nancy G. Harris
Algird Leiga
Huasha L. Liu
Joanne Sturges
Bud Treece
William C. Waddell, DBA
Joseph P. Wetzler

Executive Director
Ruth A. Wong, R.N., MPH

Programs Manager
Merce M. Gillo

Program Specialist
Mary E. Savinar

"To enrich lives through effective and caring service"

QUALITY AND PRODUCTIVITY COMMISSION
PRODUCTIVITY INVESTMENT FUND
Grant Number: 06.13
AGREEMENT FOR ACCEPTANCE OF FUNDS

We accept the fund of **$145,453 grant** from the Productivity Investment Fund for the ***"Operation Medical Support"*** *project.*

Use of Funds:
We agree to use the funds *only* for the purposes stated in the application and to withdraw funds only as needed in the quarter. If circumstances change, and the funded project does not proceed or is delivered for less than the grant amount, the unspent funds will be returned to the Productivity Investment Fund.

Please note that funds not withdrawn within 4 quarters upon the time of withdrawal will automatically return back to the Productivity Investment Fund and the project will be considered closed.

Reporting Requirements:
We understand that we are to provide annual reports while the project is in progress and a completion report with an accounting expenditures and a post-project evaluation report on the programmatic success of the project and estimated cost savings or avoidance. It is further understood that we may be asked to report in person at future Productivity Investment Board meetings, or to conduct a site visit for Commissioners during or after implementation of the project.

Recognition Requirements:
We understand that Commission sponsorship will be appropriately acknowledged in any written materials that are created in implementing or reporting on the project.

Department Head

Quality and Productivity Manager

Project Manager

Budget/Finance Manager

Date: 3/20/06

PRODUCTIVITY INVESTMENT BOARD
NOTICE OF FUNDING SCHEDULE

1. **Department** Child Support Services	2. **Approval Date** February 25, 2006
3. **Project Name** Operation Medical Support	4. **Amount Requested** $145,453 Grant

5. **Approved Funding**

Grant Amount	Loan Amount
$145,453	$0

6. **Withdrawal Schedule**
Terms and conditions (includes agreed upon incremental distribution of funds, by fiscal year)

	Withdrawal Amount
Fiscal year 2006-07, 1st quarter	***$ 48,763.00***
Fiscal year 2006-07, 2nd quarter	***$ 23,588.00***
Fiscal year 2007-08, 1st quarter	***$ 73,102.00***
	$145,453.00

I hereby accept the terms and conditions outlined above:

Project Manager — Date: 3/20/06

Productivity Manager — Date: 3/24/06

Budget/Finance Manager — Date: 3/20/06

Department Head — Date: 3/21/06

Please return this Agreement, together with the Schedule of Withdrawals and Payments, within 30 days to: Merce M. Gillo, Programs Manager, Quality and Productivity Commission, 565 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012.

Department: Child Support Services
Project: Operartion Medical Support
Loan No: 06.13 Approval Date: 01/23/2006

Loan Amount: $0
Interest Rate:
Grant Amount: $145,453

Revision Date:
Revision No:
Loan Term:

Status: Active

	LOAN SCHEDULE					LOAN ACTUAL					GRANT	
FY/Quarter	Scheduled Withdrawal	Principal Payment	Principal Balance	Interest	Scheduled Payment	Actual Withdrawal	Actual Payment	BA#/Date	JV#/Date	Balance Due	Scheduled Withdrawal	Actual Withdrawal
2005-06.3	$0	$0	$0	$0	$0	$0	$0			$0	$0	$0
2005-06.4	$0	$0	$0	$0	$0	$0	$0			$0	$0	$0
2006-07.1	$0	$0	$0	$0	$0	$0	$0			$0	$48,763	$0
2006-07.2	$0	$0	$0	$0	$0	$0	$0			$0	$23,588	$0
2006-07.3	$0	$0	$0	$0	$0	$0	$0			$0	$0	$0
2006-07.4	$0	$0	$0	$0	$0	$0	$0			$0	$0	$0
2007-08.1	$0	$0	$0	$0	$0	$0	$0			$0	$73,102	$0
Totals:	$0	$0		$0	$0	$0	$0				$145,453	$0

The attached Schedule of Withdrawals and Payments is for your review and information. Please sign the original and return it within 30 days to: Merce Gillo, Quality & Productivity Office, 565 Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, CA 90012. Also, forward a copy to: Ngoc Huyen, Executive Office, Board of Supervisors, 383 Hahn Hall of Administration, 500 W. Temple Street, Los Angeles, CA 90012.

Department Head — Date: 3/21/06

Budget/Finance Mgr — Date: 3/20/06

Project Manager — Date: 3/20/06

Quality & Productivity Mgr — Date: 3/24/06

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
CHILD SUPPORT SERVICES DEPARTMENT

AND

HEALTH MANAGEMENT SYSTEMS, INC.

FOR

HEALTH INSURANCE INFORMATION SERVICES
(DATA MINING SERVICES)

CONTRACT PROVISIONS
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CONTRACT BETWEEN

COUNTY OF LOS ANGELES
CHILD SUPPORT SERVICES DEPARTMENT

AND

HEALTH MANAGEMENT SYSTEMS, INC. (HMS)

FOR

HEALTH INSURANCE INFORMATION (Data Mining) SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as County and Health Management Systems, Inc. hereinafter referred to as Contractor, located at 401 Park Ave South, NY, NY 10016.

RECITALS

WHEREAS, the Contractor is a private firm specializing in providing Health Insurance Information (Data Mining) Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Health Insurance (Data Mining) Services; and

WHEREAS, federal law, under Title IV-D of the Social Security Act, mandates that Child Support Enforcement agencies enforce medical support orders for dependents when insurance is available through an employer health plan at a reasonable cost.

WHEREAS, this Contract is therefore authorized under Los Angeles County Codes Section 2.121.250(b)(2); and

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

1.0 APPLICABLE DOCUMENTS

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

1.1 EXHIBIT A - Statement of Work
1.2 EXHIBIT B - Pricing Schedule
1.3 EXHIBIT C - Contractor's Proposed Schedule

1.4 EXHIBIT D - Contractor's EEO Certification
1.5 EXHIBIT E - County's Administration
1.6 EXHIBIT F - Contractor's Administration
1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
1.8 EXHIBIT H - Jury Service Ordinance
1.9 EXHIBIT I - Safely Surrendered Baby Law
1.10 EXHIBIT J - Local Small Business Enterprise Preference Program
1.11 EXHIBIT K - Charitable Activities Compliance

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

2.0 DEFINITIONS

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

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

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

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

2.5 County Contract Administrator: Person designated by Department Director to manage the operations under this Contract.

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

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

3.0 WORK

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

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a

gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for one (1) year, 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 the term of this Contract for an additional year. If the county chooses to exercise this option, the Director of CSSD shall notify the Contractor Project Manager in writing before the expiration of the first one-year term.

4.3 The Contractor shall notify County 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 the Department at the address herein provided in *Exhibit E - County's Administration.*

5.0 CONTRACT SUM

5.1 For the services performed under this Contract, Contractor shall be paid according to the Pricing Schedule – Exhibit B. For the contract year 2006-07 the maximum contract sum will not exceed $105,000.00. If the County exercises its option to extend the Contract for an additional one-year term, the maximum contract sum for that year will not exceed $105,000.00. The maximum contact sum shall not exceed **$210,000.00.**

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 (*Department*) 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 Payment to Contractor will be made monthly in arrears in amounts specified in this Contract, provided the Contractor is not in default under any provision of the contract and has submitted a complete and accurate statement of payment due, with supporting documentation. Payment may be subject to deduction or failure to meet performance standards as defined in the contract and the Statement of Work. 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 Contractor shall submit an original invoice monthly to the County's Contract Administrator within thirty (30) calendar days after the end of the month in which services were provided. All invoices under this Contract shall be submitted to the following address:

Child Support Services Department
Contract Management Division
Elisha Gardner, Contract Administrator
5770 South Eastern Avenue, 4th Floor
Commerce, California 90040

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

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Contract 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.

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

6.0 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 Contract Administrator

- The County Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall provide direction to Contractor in areas relating to policy, information and procedural requirement.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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 Contract Administrator on a regular basis.

Minimum qualifications include:

- Five (5) years management experience with three (3) years experience managing the contract of a firm doing Health Insurance Information Data Mining Services.

- Knowledge of applicable Federal and State laws and regulations.

At minimum, the Contract Project Manager or designee shall be available between 8:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, except on County recognized holidays, for telephone contact and to meet with the County personnel designated to discuss

the operation of the Contract. The Contract Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. When contract work is performed at times other than described above, or when the Contract Project Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager.

The selection of, and any changes in the Contract Project Manager and designated alternate shall be subject to advance, written approval of the County's Contract Administrator.

The Contract Project Manager and designee shall be able to read, write, speak and understand English.

7.2 Approval of Contractor's Staff

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

7.2.2 Personnel provided by the Contractor to serve legal papers must be at least (18) years of age and not a party to the action.

7.2.3 Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.

7.2.4 Personnel provided by the Contractor shall be able to read, write, speak and understand English.

7.2.5 Personnel provided by the Contractor shall acknowledge the attorney/client privilege and be bound by the Code of Professional Responsibility.

7.2.6 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel used in providing services under this Agreement shall sign the ***Contractor Employee Acknowledgement, Confidentiality, Agreement, Exhibit G1***.

7.3 Contractor's Staff Identification

The Contractor shall provide all staff assigned to this Contract at a county facility 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.

7.3.1 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.

7.3.2 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 that does 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. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G1, Contractor Employee acknowledgement, Confidentiality

Agreement. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G2, Contractor Non-Employee Acknowledgment, Confidentiality Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

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

B. 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.

C. 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 the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by 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 CHANGES 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 Contract 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 Board of Supervisors.

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

8.4.4 The Department Director may, at his/her sole discretion, authorize extensions of time as described 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, the Department Director shall send written notice to the Contractor before the expiration of the current term..

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 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 request 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 Contract 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 Contract 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, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such

employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, 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.

8.12.4 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 Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through 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 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 Department Contract Administrator, 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 Contract 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

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

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

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

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

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

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

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be 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 Department 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 Contract Administrators any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or County's Contract Administrator is not able to resolve the dispute, the Department Director, 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 *Department Director* 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 Contract Administrator. 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 dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38 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 Contract Administrator 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 Department 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 Contract Administrator:

- 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 "Subcontractors" 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 Department Director, 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 OF COUNTY LOBBYIST ORDINANCE

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

8.46 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.

8.50 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.50.1 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.

8.50.2 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.

8.50.3 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.

8.50.4 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.

8.51 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

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

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

8.51.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as **"Propriety" or "Confidential"** on each appropriate page of any document containing such material.

8.51.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

8.51.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 8.51.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 8.51.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

8.51.6 All the rights and obligations of this Sub-paragraph 8.51 shall survive the expiration or termination of this Contract.

8.52 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors, which receive or raise charitable contributions, comply with California law in order to protect the County and its taxpayers. A Contractor, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

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

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

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 Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (HEALTH MANAGEMENT SYSTEMS

By _____, SEAN CURRAN
Name

SENIOR VICE PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

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

By _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
Raymond G. Fortner, Jr., County Counsel

By _____
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1. INTRODUCTION

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The

County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly,

better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2. SCOPE OF WORK

2.1 Contractor shall furnish all personnel services, supplies, materials and equipment necessary to provide ongoing data mining services for health insurance information. Services shall meet all legal requirements.

2.2 The Proposed Contract is not an exclusive Contract. The County reserves the right to contract with other contractors or request the services of other firms for the same or similar services.

2.3 Contractor must perform to the standards in *Paragraph 10*, Performance Requirements.

3. QUALITY CONTROL PLAN

3.1 Contractor shall establish and maintain a Quality Control Plan (Plan) to assure that the requirements of the Contract are met. The Plan shall be submitted as a part of the proposal. An updated copy must be provided to the County Contract Administrator at the start date of the Contract and as changes occur. The Plan shall include but not be limited to the following:

A monitoring system covering all services listed under Performance Requirements, in *Paragraph 10* of this Exhibit A. It must specify the methods for assuring and verifying that the minimum requirements for personnel are met. The Plan shall specify how the methods are to be implemented and identify the Contractor staff who will perform the assurance and verification tasks.

- Contractor's representative to attend all scheduled meetings by CSSD to discuss matters related to the service provided under the contract. Failure to attend will cause an assessment of fifty dollars ($50.00).

Samples of applications and/or resumes required from personnel and methods to be used to verify the information contained therein.

An emergency plan that covers the method for continuing to provide services to the County in the event of an emergency that disrupts Contractor's Operations.

A record of all inspections conducted by Contractor, corrective action taken, and the time elapsed between identification of a problem and completed corrective action.

3.2 Contractor shall maintain a file of all employment information on all personnel provided to the County. This file shall be made available for review if requested by the County during the term of the Contract.

3.3 Contractor shall provide a plan and describe the methods for continuing to assure service to the County in the event of a strike by the Contractor's employees and that employees will cross picket lines in the event of a strike or other work stoppage by County employees.

4. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Assignment and Delegation, Sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 The County shall have the right to interview and/or to examine any prospective employee to be assigned to County to determine the skills of the individual provided.

4.2 The Contractor shall immediately replace any of the Contractor's employees who do not meet the minimum requirements specified in *Sub-paragraph 7.2 of the Contract* or do not otherwise provide satisfactory service.

4.3 The County shall evaluate the Contractor's performance under this Contract based on the specific tasks and requirements in this Contract.

4.4 The County Contract Administrator shall consult with the Contractor's Project Manager to resolve any problems related to provision of services. The County's Contract Administrator will review and determine if penalties should be assessed against the Contractor according to *Performance Requirements Summary Chart, Attachment 1.*

4.5 If a dispute occurs regarding services or penalties under the Contract and such disputes cannot be resolved between the County Contract Administrator and the Contractor's Project Manager, it will be referred to the Department's Director or his/her designee whose decision will be final.

5. CONTRACT DISCREPANCY REPORTS

Every effort shall be made by the County to anticipate and work with Contractor to identify and resolve any problems under the Contract. However, should deviations from agreed-upon performance occur, the Contract Administrator will issue a written ***Contract Discrepancy Report, Attachment 2,*** describing the nature of the deviation to the Contractor.

5.1 Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Project Manager shall immediately resolve the problem.

5.2 The County's Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued.

5.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Project Manager.

5.4 Upon receipt of this document, Contractor is required to respond in writing to the Contract Administrator within the time period specified on the report, acknowledging the reported discrepancies or presenting contrary evidence, and

presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

6. DEFINITIONS

6.1 **Board of Supervisors (BOS)** - The Board of Supervisors of the County of Los Angeles, acting as governing body of proposed service area.

6.2 **Code of Federal Regulations (CFR) Part 300** - The section of the federal regulations that delineate the mandatory requirements and performance standards for the state or local child support enforcement agency.

6.3 **Performance Requirements Summary (PR)** - Identifies and summarizes elements of the Contract the **COUNTY** will evaluate to assure that Contract performance standards are met by **CONTRACTOR**.

6.4 **Standard** - Minimum requirement set by County for performing a service or activity.

7. RESPONSIBILITIES

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

COUNTY

7.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract. Specific duties will include:

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

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

Preparing Change Notices in accordance with the Contract, Paragraph 8, Assignment and Delegation, Sub-paragraph 8.4 Amendments.

7.2 CSSD Responsibilities

CSSD will provide case data with court orders but no medical support coverage to Contractor in agreed formats.

CSSD staff will follow-up on information returned by the Contractor by contacting the parents and the employers to secure coverage for the children.

CSSD staff will record the number of contacts made with employers, parents and medical insurance providers in addition to the number of minor children enrolled in medical insurance programs.

CSSD staff will document the number of cases where medical insurance is currently provided by government sponsored medical plans, such as Medi-Cal and Health Families.

CSSD will compile statistics monthly to gauge the success of the program.

Provide ongoing updated Child Support case data at prescribed periods for Contractor use.

Provide response report of successfully loaded insurance polices and rejected policies from submitted contractor upload file(s) at agreed upon time frames.

Promptly remit payment to the designated contractor within thirty (30) calendar days of the date of the Contractor Invoice.

Participate in periodic conference calls or in-person meetings as necessary.

CSSD will be responsible for all Child Support Enforcement Activities.

CONTRACTOR

7.3 Project Manager

Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

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 similar in size and complexity.

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.

7.4 Employee Acceptability

Prior to the commencement date of this Contract, Contractor shall provide to the County a list of all persons and/or entities it intends to employ in providing services under this Contract, so that the County conduct or request the Contractor to conduct background investigations if it deems necessary.

The County Contract Administrator may, at his sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided within 24 hours, when reasonably requested to do so.

7.5 Employee Benefits and Payments

Contractor will be solely responsible for providing to, or on behalf of, its

employees all legally required employee benefits.

County shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the Contractor.

7.6 Contractor Furnished Items

Office Equipment – It is anticipated that the Contractor will already be in possession of necessary office equipment.

Employee Identification Badges - Contractor shall provide distinctive identification badges for all of their employees who work on this agreement and go to County facilities for any reason.

8. HOURS OF OPERATION

8.1 Normal working hours for personnel are 8:00 a.m. to 5:00 p.m., (pst) Monday through Friday. Hours may be changed at County's discretion.

8.2 On occasion, County Contract Administrator may request work beyond normal working hours, which shall be compensated at the Contractor's normal hourly rate with no increase for overtime.

8.3 Contractor is not required to provide personnel on County recognized holidays. These holidays may vary from year to year. The Contract Administrator will provide Contractor with a list of holidays for the succeeding year as soon as they are available. In 2006 the holidays are:

New Years Day	Sunday, January 1, 2006
Martin Luther King Jr.'s Birthday	Monday, January 16, 2006
President's Day	Monday, February 20, 2006
Memorial Day	Monday, May 29, 2006
Independence Day	Tuesday, July 4, 2006
Labor Day	Monday, September 4, 2006
Columbus Day	Monday, October 9, 2006
Veteran's Day	Friday, November 10, 2006
Thanksgiving Day	Thursday, November 23, 2006
Friday after Thanksgiving	Friday, November 24, 2006
Christmas Day	Monday, December 25, 2006

9. SPECIFIC TASKS

This chapter describes the scope of work to be completed under this proposed contract.

9.1 The Contractor shall provide data mining services that allow for the identification of health insurance coverage and/or availability through data matches with various files.

9.1.1 Shall have experience and expertise in multi-key matching and linking to ensure data integrity and quality.

9.1.2 Shall have ready-access to multiple national sponsored health insurance databases. Contractor(s) must have access to a significant number of California-based insurance carrier data within 30 calendar days of contract implementation. The vendor must obtain periodic updates from the insurance carriers

9.1.3 On at least a quarterly basis the Contractor(s) must conduct data matches with the largest commercial carriers operating in the State of California, including California Blue Cross and Blue Shield,

9.1.4 Shall have experience and expertise in accessing and conducting matches with State Wage files and with National New Hire files to identify insurance coverage and leads for availability of health insurance through employers,

9.1.5 Shall have experience and expertise in accessing and conducting matches with State and Federal agencies files to identify previously unknown or available insurance coverage (i.e. Defense Enrollment Eligibility Reporting System DEERS),

9.1.6 Individually verify all data match results by contacting insurance carriers and employers to verify all insurance information before loading the insurance information on the Child Support System,

9.2 Maintain a system that tracks and provides live update information of all child support cases. The Contractor(s) should allow system access via the Internet to CSSD or any designated agent(s) working on its behalf for audit purposes. The system should track at the minimum the following information:

- Commercial insurance data match dates and results
- Individual insurance verification results
- Electronic and paper correspondence with employers resulting from the wage matches to identify availability of insurance coverage
- Develop and maintain an extensive employers database featuring California or Los Angeles County employers.

9.3 Shall have experience in maintaining and updating an employer database that contains at least the following information: Employers name, address, EIN, e-mail address and contact person. The database must identify employers that provide insurance coverage to their employees and the carrier(s) who provide the insurance.

9.4 Conduct a match to provide employer location information for absent parents for whom wage withholding has not been established.

9.5 Provide a system for effective communication with a variety of stakeholders including, but not limited to, employers.

9.5.1 Shall have experience and expertise in systems that are able to interactively communicate with employers via a designated web site.

9.5.2 Shall have the experience and expertise to receive and process electronic files from employers, if the employer elects to provide the insurance information via electronic file.

9.5.3 Shall have services and systems able to provide direct online program support to CSSD staff for the purpose of federal self-assessment and/or data reliability requirements.

9.5.4 Shall provide a toll-free number (i.e. 800 or 888) to answer inquiries from employers, and insurance plan administrators The toll-free line shall remain operable on business days from 8:00 a.m. – 5:00 p.m. (pst).

9.6 Conduct research and perform data analysis

9.6.1 Work with the CSSD to perform ongoing data analysis to efficiently and effectively identify children in the IV-D population whose parent is ordered to provide employer related health care coverage when available.

9.6.2 Work with the CSSD to conduct research and data analysis on effective use of previously unknown case information provided by Contractor(s) that may increase the CSSD's over-all program performance and enhance federal incentive funding.

9.7 Provide on-going case maintenance

9.7.1 At no cost to the County if the initial matching procedures do not culminate in medical support information, follow-up procedures must be developed that allow for rechecking of resources, at a minimum every six (6) months, until match information is obtained or CSSD's requests the referral deleted.

9.7.2 To ensure that the insurance information remains accurate, a data-matching process must be conducted on, at a minimum, a semi-annual basis to re-verify insurance coverage information, create and provide an update file, and provide online access to authorized child support representatives for live case audit and reference.

9.8 Reporting Requirements

9.8.1 Submit a monthly invoice that will include the number new verified insurance policies loaded (Adds) and Locates. An add is a newly identified and verified health insurance segment that the vendor has added to the child support database. A locate is the identification of an employer for an absent parent without Wage Withholding Order.

9.8.2 Provide a monthly status report that includes the number of Adds for the month. Monthly invoices can be utilized for these purposes and invoice numbers must clearly contain the month and year information.

9.8.3 Agree to schedule monthly phone conferences, or face-to-face meetings, with CSSD designated staff to discuss project status and to resolve unanticipated problems.

9.9 Establish viable matching/linking process from Contractor(s) to Los Angeles County ARS System.

9.10 Health Insurance Identification: Contractor(s) will provide an upload file to CSSD with the newly identified, verified insurance information to improve the quality of the data already on the system. Contractor's data matches will include, at a minimum, matches with the following sources:

1. *Commercial Insurance Match:* All private commercial and HMO insurers, large self-insured employers, Union Health and Welfare plans, ERISA Trustees and/or Administrators are important sources of health insurance information and identification opportunities. The national commercial insurance match will be run at least quarterly.

2. *Wage & New Hire Matches:* These match processes will identify health insurance for IV-D dependents that have insurance coverage through a non-custodial or custodial parent's employer. Since so many employers are self-insured and using Administrative Services Only (ASO), this activity enhances the commercial data match by identifying coverage with carriers.

3. DEERS/CHAMPUS Identifications: This activity identifies dependents eligible for medical coverage through Tri-Care (previously known as CHAMPUS/CHAMPVA) under the Department of Defense/Department of Veterans' Affairs. The Deers/Champus match process will be run at least quarterly.

9.11 The Contractor shall be responsible for providing competent staff to fulfill the Contract and shall have complete flexibility for establishing an effective management and organizational structure.

9.12 The Contractor shall maintain a file of all relevant employment information on all personnel provided to the County. This file shall be made available for review if requested by the County during the term of the Contract.

9.13 The Contractor shall maintain all pertinent accounting, financial records, time cards, proprietary data and other records relating to the Contract for a period of three (3) years after completion of the Contract unless County's written permission is given to dispose of material prior to this time.

9.14 The Contractor shall maintain confidentiality of all information, which may be acquired, arising out of, or connected with activities under the Contract.

Contractor and selected employees connected with activities under the Contract shall be required to sign and adhere to the *Contractor Employee Acknowledgement, Confidentiality, Agreement, Exhibit G1.*

9.15 Contractor shall ensure that its employees will cross picket lines in the event of a strike or other work stoppage by County employees or by Contractor's employees.

9.16 Contractor shall ensure that a criminal background check is conducted for any employee assigned to the County. This information shall be made available for review if requested by County during the term of the Contract.

9.17 Contractor Performance Requirements Summary including methods the County may use to evaluate the Contractor's performance is referenced in the Performance Requirements below.

10. PERFORMANCE REQUIREMENTS

This exhibit lists the required services, which will be monitored by County. (Included in this Performance Requirements Summary are the service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance).

10.1 Contract Monitoring

Each month Contractor's performance will be compared to the Contract standards and Acceptable Quality Levels (AQLs). AQL is a measure to express the allowable leeway or variance from contract standard, above which County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. It implies that County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in this Section, a Contract Discrepancy Report, Attachment 2, shall be issues and deductions and/or other action imposed.

County may evaluate Contractor's performance through any or a combination of the following monitoring methods:

- Random sampling
- 100% inspection
- Complaints
- Review of management reports
- Review of County data and records

10.2 Contractor Performance Requirements

Criteria for Acceptable and Unacceptable Performance

Criteria for Acceptable and Unacceptable Performance

Performance of a service listed in the Contract is considered acceptable when the number of discrepancies found by County during Contract monitoring does not exceed the number of discrepancies allowed by the AQL.

Remedies for Unacceptable Performance

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.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specific within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

In the event that Contractor has failed to perform in accordance with the standards set forth in section 10.2 above, the County may, at its option, wholly or partially terminate the Contract, secure services from any other source and pursue the remedy set forth in this Contract.

11. REGULATIONS AND FORMS

11.1 REGULATIONS

The following code sections pertaining to child support health insurance are relevant to the Contract. Some are included for informational purposes only; some set forth requirements that must be adhered to by the Contractor. This list is present as a guideline for the Contractor and is not meant to be all-inclusive:

45 CFR 303.30 303.31
Family Code 17000 Section 17304,17400, 17402

11.2 ***Exhibits G1*** *and* ***G2,*** must be completed by the Contractor and all employees/agents of the Contractor who are involved in providing health insurance information services for the County. These forms will be completed prior to implementation of the Contract.

PERFORMANCE REQUIREMENTS SUMMARY FOR HEALTH INSURANCE INFORMATION SERVICES

REQUIRED SERVICE	STANDARD	METHOD OF MONITORING	DEDUCTION FOR SUBSTANDARD PERFORMANCE
Maintain required insurance, bonds and licenses	Current at all times	Periodic inspection.	$2,500.00 each month for *each month out of compliance*; if not corrected after 30 days, cancellation of contract
Contractor shall ensure that procedures used for Health Insurance Information (Data Mining Services) are within legal requirements	At all times	Periodic Inspections	$500.00 for each violation and Contractor will indemnify the County for costs incurred to defend against legal action and any loss as the result of such challenge
Contractor shall have on file for each employee/agent performing work pursuant to this Contract a signed "*Acknowledgment of Responsibility for Confidentiality Related to the Contract for Child Support Service Health Insurance Information Services.*	Current at all times	Inspection of records and files	$1,000.00 for each employee or agency for whom the required statement is not on file
Contractor and Contractor's employees and agent shall maintain confidentiality of all information received from the CSSD except as otherwise specified in the Contract.	At all times	No Complaints	$10,000.00 per instance, immediate removal of culpable employee; indemnification to County for any loss or costs suffered by County.
Contractor shall obtain County's written approval prior to subcontracting any work as stated in Contract: Sub-paragraph 8.39 – Subcontracting	At all times	Inspection and Observation	$100.00 per occurrence; possible termination for default of the contract
Produce annual report	Produce report within 90 days of end of contract year	Review of reports	$1,000.00 for non-compliance
Contractor's representative to attend all scheduled meetings as stated in the Statement of Work, Sub-paragraph 3.1	At all times, unless arrangements made by County and Contractor for a particular month	Attendance	$50.00 per occurrence

Attachment 2

CONTRACT DISCREPANCY REPORT

To:_____
From:_____
Dates:_____

Prepared:_____

Returned by Contractor:_____
Action Completed:_____

DISCREPANCY OR PROBLEMS:

_____
_____
_____
_____

_____ _____
Signature of County Contract Administrator Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

_____
_____
_____
_____

_____ _____
Signature of (Contractor) Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____
_____
_____
_____

COUNTY ACTIONS:

_____
_____
_____

Contractor Notified of Action:

_____
Name of County Contract Administrator

_____
Signature of Contract Manager

PROPOSAL PRICE FORM

PROPOSAL PRICE FORM

At the fixed cost rate proposed below HMS can provide Los Angeles County CSSD records in excess of the projected 2,800 annually without exceeding the annual funding available to the county for this engagement.

Contract Period	*Pricing Per Loaded Record*	*Maximum records to reach $105,000*
Initial Period December 2006 to November 2007	**$ 25.00** Per loaded insurance record For dependent covered by NCP or the NCP has employer sponsored health insurance but the child is not covered	4,200
First Renewal Option December 2007 to December 2008	**$ 25.00** Per loaded insurance record For dependent covered by NCP or the NCP has employer sponsored health insurance but the child is not covered	4,200

Health Management Systems, Inc. 401 Park Avenue South, New York, NY 10013
Firm Name, Address, Phone Number

PRESIDENT
Signature and Title

WILLIAM LUCIA
Print Name

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

NOT ATTACHED TO CONTRACT

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Health Management Systems
Company Name

401 Park Avenue South New York, NY 10016
Address

13-2770433
Taxpayer I.D. Number

GENERAL

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, 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.

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

Signature

9/11/06
Date

William Lucia, President
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO._____

COUNTY CONTRACT ADMINISTRATOR:

Name: Elisha Gardner
Title: Division Chief, Contract and Grants Management Division
Address: 5770 South Eastern Avenue, 3rd Floor, Commerce, CA 90040
Telephone: (323) 889-3414
Facsimile: (323) 869-0644
E-Mail Address: egardner@cssd.lacounty.gov

COUNTY'S AUTHORIZED DESIGNEE

Name: Linda Billups
Title: Contract Analyst
Address: 5770 South Eastern Avenue, 3rd Floor, Commerce, CA 90040
Telephone: (323) 889-3364
Facsimile: (323) 869-0644
E-Mail Address: lbillups@cssd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

Health Management Systems
CONTRACTOR'S NAME

Contract No. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Deborah Johnson

Title: Senior Consultant

Address: 16 Corporate Woods Blvd, Suite 100, Albany, NY 12211

Telephone: (518) 465-4395, ext 43

Facsimile: (518) 465-8762

E-Mail Address: djohnson@hmsy.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: William Lucia

Title: President

Address: 401 Park Ave South, New York, NY 10016

Telephone: (212) 685-4545

Facismile: (212) 889-8776

E-Mail Address: blucia@hmsy.com

Name: Sean Curtin

Title: Senior Vice President

Address: 16 Corporate Woods Blvd, Suite 100, Albany, NY 12211

Telephone: (518) 465-4395

Facsimile: (518) 465-8762

E-Mail Address: scurtin@hmsy.com

Notices to Contractor shall be sent to the following address:

Name: Sean Curtin

Title: Senior Vice President

Address: 16 Corporate Woods Blvd, Suite 100, Albany, NY 12211

EXHIBIT G

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
G1 AND G2

G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AGREEMENT

G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AGREEMENT

CONTRACT FOR

_____ SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, 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

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No. _____

Employee Name_____

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT FOR
_____ SERVICES

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, 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

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

Contractor Name _____ Contract No._____

Non-Employee Name _____

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

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

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

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

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H

JURY SERVICE ORDINANCE

EXHIBIT H

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

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: HEALTH MANAGEMENT SYSTEMS	
Company Address: 401 PARK AVENUE SOUTH	
City: NEW YORK	**State:** NY **Zip Code:** 10016
Telephone Number: 212-685-4545	
Solicitation For (Type of Goods or Services): HEALTH INSURANCE INFORMATION SERVICES	

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

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

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

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

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

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

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

OR

Part II - Certification of Compliance

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

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

Print Name: WILLIAM LUCKA	**Title:** PRESIDENT
Signature:	**Date:** 9/11/06

EXHIBIT I

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

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

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

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

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

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

Sin pena.
Sin culpa.
Sin peligro.

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

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

Estado de California
Gray Davis, Gobernador

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

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

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

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

¿Los padres deben llamar antes de llevar al bebé?

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

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

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

¿Qué ocurrirá con el bebé?

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

¿Qué pasará con el padre/madre?

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

¿Por qué California hace esto?

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

Historia de un bebé

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

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

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

EXHIBIT J

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

EXHIBIT J

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

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

☒ I AM NOT
☐ I AM

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

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

My County (WebVen) Vendor Number : _____

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners):

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature	Title:	Date:
	PRESIDENT	9/11/06

EXHIBIT K

CHARITABLE ACTIVITIES COMPLIANCE

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

HEALTH MANAGEMENT SYSTEMS, INC.
Company Name

401 PARK AVENUE SOUTH NEW YORK NY 10016
Address

13-2770433
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

9/11/06
Date

WILLIAM LUCIA PRESIDENT
Name and Title of Signer (please print)