COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JOHN F. SCHUNHOFF, Ph.D.
Acting Chief Deputy

313 North Figueroa Street, Room 909
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 5, 2006

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

Dear Supervisors:

APPROVAL OF SOLE SOURCE AGREEMENT WITH NETRESULT, LLC FOR A WEB-BASED ELECTRONIC DEATH REGISTRATION SYSTEM
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Director of Public Health, or his designee, to sign a new sole source Agreement with NetResult, LLC (NetResult), substantially similar to Exhibit I, for key data entry of death certificates using a web-based electronic death registration and tracking system developed by the State of California Department of Health Services (SDHS), effective January 1, 2007 through December 31, 2007, at a maximum County obligation of $200,000, 100% offset by the County's Vital Records Improvement Fund (VRIF).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION(S):

In approving this action, the Board is instructing the Director of Public Health, or his designee, to sign an agreement with NetResult for the data entry of death certificates using a web-based electronic death registration and tracking system developed by the SDHS.

FISCAL IMPACT/FINANCING:

The maximum County obligation for the agreement with NetResult effective January 1, 2007 through December 31, 2007 is $200,000, 100% offset by the VRIF.

Funding for this Agreement is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

California State law mandates death certificate registration. On January 1, 2005, the State implemented the Electronic Death Registration System (EDRS) pursuant to California Health and Safety Code, Section 102778. The purpose of the EDRS is for the creation, storage and transfer of death registration information electronically, using a web-based electronic system. The EDRS is being implemented in all counties in California. During startup, until the system becomes operational throughout the State, it is necessary to contract for a portion of the data entry into the EDRS. Once operational, this data entry will be done at the point of creation of the death certificate by hospitals, funeral homes or the coroner's office.

The SDHS selected all vendors to assist the counties in the key data entry of death certificates through the California Department of General Services Master Service Agreement (MSA) process. NetResult was selected by SDHS as a certified Southern California small business with the lowest bid and was approved for the use by the County of Los Angeles for key entry of death certificate information into the EDRS. SDHS authorized and trained NetResult staff to use the EDRS within this County. NetResult will comply with all relevant security requirements, such as, Health Insurance Portability and Accountability Act (HIPPA) for processing confidential data.

On May 2, 2005, the County initiated a $95,000 Purchase Order (P.O.) No. S40242 for NetResult to work on the data entry of 19,000 death certificates, pending the Centers for Disease Control and Prevention (CDC) approval to transfer funding from one County project to this project. On September 15, 2005, CDC approved the transfer of funds. NetResult received copies of the death certificates from the County in late October 2005 and started data entry on November 1, 2005. Funding was 100% offset by CDC, Cooperative Agreement No. U90-CCU917012-05 (FY 2004-05), Bioterrorism Preparedness and Response, Focus Area B, Surveillance and Epidemiology Capacity monies and overseen by the Acute Communicable Disease Control Program.

On March 7, 2006 the Board approved a sole source agreement with NetResult, for key data entry of death certificates using a web-based electronic death registration and tracking system developed by SDHS, for the term of March 7, 2006 through December 31, 2006, in the amount of $200,000, 100% offset by the VRIF.

Los Angeles County is now in a transitional period with limited access to the EDRS, solely for data entry. The County has a five-month processing backlog of death certificates, due to an insufficient number of staff and deficiencies in the current data entry system. SDHS has requested that the County seek non-governmental vendors to assist the County in the data entry of the death certificates to bring the County up-to-date or current with the entry of all 2005 death certificates. The death certificate information will be used to support the critical needs for mortality reporting, e.g., bioterrorism surveillance.

Attachment A provides additional information. County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS:

The State selected the vendor for all the counties for the entry of death certificate information. NetResult was selected through the SDHS's bidding process and be at the current entry level as required by SDHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this Agreement will allow the County to continue entering death certificates into the mandated EDRS.

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

for JEF

Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

JEF:jr
Netresult.jr.wpd

Attachments (2)

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

ATTACHMENT A

SUMMARY OF AGREEMENT
(NetResult, LLC)

1. TYPE OF SERVICE:

NetResult, LLC will enter all death certificates from the County of Los Angeles into a web-based electronic death registration and tracking system (EDRS) developed by the State of California.

2. AGENCY ADDRESS AND CONTRACT PERSON:

NetResult, LLC
10051 Trask Avenue
Garden Grove, California 92843
Telephone: (714) 638.9400
Attention: Phat Bui, Project Director

3. TERM:

Effective January 1, 2007 through December 31, 2007.

4. FINANCIAL INFORMATION:

The maximum County obligation for the agreement with NetResult effective January 1, 2007 through December 31, 2007 is $200,000, 100% offset by the VRIF.

Funding for this Agreement is included in the Fiscal Year 2006-07 Final Budget and will be requested in future fiscal years.

5. PRIMARY GEOGRAPHIC AREA TO BE SERVED:

All Districts

6. DESIGNATED ACCOUNTABLE FOR PROGRAM EVALUATION:

Frank Sorvillo, Ph.D., Chief, Data Collection and Analysis

7. APPROVALS:

Public Health:	John F. Schunhoff, Ph.D., Acting Chief Deputy
Contracts and Grants Division:	Gary T. Izumi, Acting Chief
County Counsel (approval as to form):	Allison Morse, Deputy County Counsel

AGREEMENT
BY AND BETWEEN

COUNTY OF LOS ANGELES
AND
NETRESULT, LLC
FOR
KEY DATA ENTRY OF DEATH CERTIFICATES USING A WEB-BASED ELECTRONIC DEATH REGISTRATION SYSTEM

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THIS AGREEMENT (hereafter "Agreement") is made and entered into this __ day of _____, 2006, by and between the County of Los Angeles (hereafter "County") and NetResult, LLC. (hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter "DPH"), a comprehensive healthcare system for County's population; and

WHEREAS, the "Director" as used in this Agreement shall refer to County's Director of Public Health (i.e., Director of the Department of Public Health) or his/her authorized designee; and

WHEREAS, NetResult, LLC., will provide data entry of death certificates using a web-based electronic death registration system; and

WHEREAS, Contractor has significant expertise and background to provide County with key data entry of death certificates using the electronic death registration and tracking system.

NOW, THEREFORE, Contractor and County hereby agree as follows:

1. APPLICABLE DOCUMENTS AND DEFINITIONS:

1.1 Interpretation:

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Agreement. 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 Tasks, Subtasks, Deliverables, goods, services or other work, or otherwise, between the body of this Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency, shall be resolved by giving precedence first to the body of this Agreement and then to the Exhibits according to the following priority:

Exhibit A - Statement of Work
Exhibit B - Payment Schedule
Exhibit C - Contractor Employee Acknowledgment And Confidentiality, And Copyright Assignment Agreement
Exhibit D - Policy On Doing Business With Small Business
Exhibit E - IRS Notice 1015
Exhibit F - Safely Surrendered Baby Law
Exhibit G - Contractor's Obligation As A Business Associate Under The Health Insurance Portability And Accountability Act Of 1996

Exhibit H - County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form
Exhibit I - Charitable Contributions Certification

1.2 Entire Agreement:

The body of this Agreement, together with the Exhibits, shall constitute the complete and exclusive statement of understanding between the parties and shall supersede all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.3 Definitions:

1.3.1 Business Day(s):
As used herein, the terms "Business Day(s)" and "business day(s)" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. (Pacific Time), including holidays.

1.3.2 CDPH-CHS-OVR:
As used herein, the term "CDPH-CHS-OVR" shall mean California Department of Public Health-Center for Health Statistics-Office of Vital Records.

1.3.3 CHS:
As used herein, the term "CHS" shall mean Center for Health Statistics.

1.3.4 Contract Sum:
As used herein, the term "Contract Sum" shall mean the total monetary amount payable by County to Contractor hereunder, as setforth in Paragraph 8.

1.3.5 Contractor:
As used herein, the term "Contractor" shall mean NetResult, LLC.

1.3.6 Contractor's Project Director:
As used herein, the term "Contractor's Project Director" shall have the meaning specified in Subparagraph 3.1 (Contractor's Project Director).

1.3.7 Contractor's Project Manager:

As used herein, the term "Contractor's Project Manager" shall have the meaning specified in Subparagraph 3.2 (Contractor's Project Manager).

1.3.8 County:
As used herein, the term "County" shall mean the County of Los Angeles, California.

1.3.9 County Facility; County Facilities:
As used herein, the term "County Facility" shall mean any one (1), and the term "County Facilities" shall mean any two (2) or more, of the following; providers in the private and public Los Angeles County Organizations (LACO) facilities.

1.3.10 County's Project Director:
As used herein, the term "County's Project Director" shall have the meaning specified in Subparagraph 2.1 (County's Project Director).

1.3.11 County's Project Manager:
As used herein, the term "County's Project Manager" shall have the meaning specified in Subparagraph 2.2 (County's Project Manager).

1.3.12 Day(s):
As used herein, the terms "Day(s)" and "day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.

1.3.13 Deficiency (ies):
As used herein, the terms "Deficiency" and "Deficiencies" shall mean a failure of a product to operate in accordance with Specifications.

1.3.14 Deliverable(s):
As used herein, the terms "Deliverable(s)" and "deliverable(s)" shall mean the item or service provided by Contractor under this Agreement, including, without limitation, those identified as a numbered Deliverable in Exhibit A (Statement of Work).

1.3.15 DPH:
As used herein, the term "DPH" shall mean County's Department of Public Health.

1.3.16 Director:

As used herein, the term "Director" shall mean the Director of DPH or his authorized designee.

1.3.17 DTN:
As used herein, the term "DTN" shall mean Document Tracking Number.

1.3.18 EDRS:
As used herein, the "EDRS" shall mean Electronic Death Registration System.

1.3.19 Effective Date:
As used herein, the term "Effective Date" shall mean the date of execution of this Agreement by County's Board of Supervisors.

1.3.20 LADPH:
As used herein, the term "LADPH" shall mean Los Angeles County – Department of Public Health.

1.3.21 LRN:
As used herein, the term "LRN" shall mean Local Registration Number.

1.3.22 MSA:
As used herein, the term "MSA" shall mean Master Service Agreement.

1.3.23 Subtask(s):
As used herein, the terms "Subtask(s)" and "subtask(s)" shall mean one or more of the areas of work to be performed under this Agreement, including, without limitation, those identified as a numbered Subtask in Exhibit A (Statement of Work).

1.3.24 Task(s):
As used herein, the terms "Task(s)" and "task(s)" shall mean one or more of the areas of work to be performed under this Agreement, including, without limitation, those identified as a numbered Task in Exhibit A (Statement of Work).

1.3.25 Update:
As used herein, the term "Update" shall mean new version of a product that includes corrections, bug fixes and/or minor enhancements that operate within the framework of the specifications for the current release of the product.

1.3.26 Upgrade:
As used herein, the term "Upgrade" shall mean a new version of a product that includes substantive features or functions not performed by the prior release of the product.

1.3.27 User(s):
As used herein, the terms "User(s)" and "user(s)" shall mean any one or more of the persons or organizations, which are authorized by County or a County Facility to access or use of the Electronic Death Registration System (EDRS).

2. ADMINISTRATION OF AGREEMENT - COUNTY:

2.1 County's Project Director:

2.1.1 County's Project Director for this Agreement shall be the following person or his designee:

Frank Sorvillo, Ph.D., Chief
Department of Public Health
Data Collection and Analysis
313 N. Figueroa Street, Room 127
Los Angeles, California 90012
Telephone: (213) 240-7785
FAX: (213) 250-2594
Email: fsorvillo@ladhs.org

2.1.2 County will notify Contractor in writing of any change in the name or address of County's Project Director.

2.1.3 County's Project Director will be responsible for ensuring that the objectives of this Agreement are met.

2.1.4 County's Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

2.1.5 County's Project Director will have the right at all times to inspect any and all Tasks, subtasks, Deliverables, goods, services or other work provided by or on behalf of Contractor.

2.2 County's Project Manager:

2.2.1 County's Project Manager for this Agreement shall be the following person or his/her designee:

Amy Chan
Data Collection and Analysis
313 N. Figueroa Street, Room 127
Los Angeles, California 90012
(213) 989-7005
Email: amchan@ladhs.org

2.2.2 County will notify Contractor in writing of any change in the name or address of County's Project Manager.

2.2.3 County's Project Manager will be responsible for ensuring that the technical standards and requirements of this Agreement are met.

2.2.4 County's Project Manager will interface with Contractor's Project Manager on a regular basis.

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

2.2.6 County's Project Manager will advise County's Project Director as to Contractor's performance in areas relating to requirements and technical standards.

2.3 County Personnel:

All County personnel shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County. Contractor hereby represents that its price, project schedule and performance hereunder are based solely on the work of Contractor's personnel, except as otherwise expressly provided in this Agreement.

2.4 Approval of Work:

All completed Tasks, subtasks, Deliverables, goods, services and other work provided by Contractor must have the written approval of County's Project Manager. In no event shall County be liable or responsible for any payment prior to such written approval.

2.5 Approval of Invoices:

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no

event shall County be liable or responsible for any payment prior to such written approval.

3. ADMINISTRATION OF AGREEMENT - CONTRACTOR:

3.1 Contractor's Project Director:

3.1.1 Contractor's Project Director shall be the following person, who shall be a full-time employee of Contractor:

Phat Bui
NetResult, LLC
10051 Trask Avenue
Garden Grove, CA 92843
(714) 638-9400

3.1.1 Contractor's Project Director shall be responsible for Contractor's performance of all of the work and ensuring Contractor's compliance with this Agreement.

3.1.2 Contractor's Project Director shall be available to meet and confer with County's Project Director no less frequently than monthly in person or by telephone, to review Contractor's performance of this Agreement.

3.2 Contractor's Project Manager:

3.2.1 Contractor's Project Manager shall be the following person who shall be a full-time employee of Contractor:

Mai Luong
NetResult, LLC
10051 Trask Avenue
Garden Grove, CA 92843
(714) 638-9400

3.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

3.2.3 Contractor's Project Manager shall meet and confer with County's Project Manager on a regular basis.

3.3 Contractor's Staff:

3.3.1 Contractor staff shall meet and confer with County's Project Manager as agreed by both Contractor's Project Manager and County's Project Manager.

3.3.2 Contractor shall be responsible for managing, evaluating and training the County's staff.

3.4 Approval of Contractor's Staff:

County has the absolute right to approve or disapprove each member or proposed member of Contractor's staff, including, but not limited to, Contractor's Project Manager and Contractor's staff prior to, and during, their performing any work hereunder, as well as approving or disapproving any proposed deletions from or other changes in such staff. County's Project Director may require replacement of any member of Contractor's staff performing, or offering to perform work hereunder, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each such proposed initial staff member, including, but not limited to, Contractor's Project Manager, Contractor's staff and proposed substitute, and an opportunity to interview such person prior to his performing any work hereunder.

Contractor shall promptly fill any staff vacancy with personnel having qualifications at least equivalent to those of the staff member(s) being replaced.

In fulfillment of its responsibilities under this Agreement, Contractor shall utilize and permit utilization of, only staff fully trained and experienced, and as appropriate, licensed or certified in the technology, trades, Tasks and Subtasks required by this Agreement.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner including, without limitation, as required to fulfill all requirements of this Agreement.

Contractor shall supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner including, without limitation, as required to fulfill all requirements of this Agreement.

In the event Contractor should ever need to remove any staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) Days in advance, except in circumstances in which such notice is not possible, and shall work with County on a

mutually agreeable transition plan so as to provide an acceptable replacement and ensure project continuity.

All staff employed by and on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

4. WORK:

4.1 General:

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete and deliver on time all Tasks, Subtasks, Deliverables, goods, services and other work in the manner described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference.

4.2 Unapproved Work:

If Contractor provides any Tasks, Subtasks, Deliverables, goods, services or other work to County other than those specified in this Agreement, or if Contractor provides such items requiring County's prior written approval without first having obtained such written approval, the same shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim whatsoever against County.

4.3 Right To Reject:

County reserves the right to reject any Tasks, Subtasks, Deliverables, goods, services and/or other work not approved by County pursuant to Subparagraph 2.4 (Approval of Work) or other provisions of this Agreement.

5. TERM:

The term of this Agreement shall commence upon the Board of Supervisors' approval and shall continue in full force and effect through December 31, 2007.

This Agreement may be cancelled or terminated at any time by either party without cause upon the giving of at least thirty (30) days' written notice to the other. County may (also) suspend the performance of services hereunder in whole or in part, upon the giving of at least a thirty (30) day written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

6. NON-EXCLUSIVITY:

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

7. CHANGE NOTICES AND AMENDMENTS:

7.1 County reserves the right to change any portion of the work required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished only as provided for in this Paragraph.

7.2 For any change requested by County which does not affect the scope of work, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by County's Project Director and Contractor's Project Manager.

7.3 For any change requested by County, which affects the scope of work, payments, or any term or condition included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the County's Board of Supervisors and Contractor.

8. CONTRACT SUM:

The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the Tasks, Subtasks, Deliverables, goods, services, and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed Two Hundred Thousand Dollars ($200,000), effective upon the Board of Supervisors' approval through December 31, 2007.

Notwithstanding any other provision of this Subparagraph, Contractor shall fully perform and complete all work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement.

The Contract Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

9. INVOICES AND PAYMENTS:

9.1 Invoices:

Contractor shall invoice County monthly, in arrears, for all Tasks, Subtasks Deliverables, goods, services and other work, which are specified in Exhibit A (Statement of Work) and which are provided by Contractor and approved in writing by County. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. All invoices shall be subject to County's written approval pursuant to Subparagraph 2.5 (Approval of Invoices). Contractor's payments shall be as provided for in Exhibit B (Payment Schedule). All invoices under this Agreement shall be submitted to County's Project Manager. Each invoice submitted by Contractor shall indicate:

A. The Tasks, Subtasks, Deliverables, goods, services or other work as described in Exhibit A (Statement of Work) for which payment is claimed.

B. The date of written approval of the Tasks, Subtasks, Deliverables, goods, services or other work by County's Project Director.

9.2 County's Right to Withhold Payments:

During any calendar month in which Contractor's performance is deemed unsatisfactory, as determined by County, for any and all Tasks, Subtasks, Deliverables, goods, services or other work required by this Agreement, County, in its sole discretion, may withhold any amounts due to Contractor during the period of unsatisfactory performance and until such time as performance is deemed by County's Project Director, at his sole discretion, to be satisfactory.

10. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT:

10.1 Contractor shall not have any right to, and shall not, assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its sole 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 this Agreement which is formally approved and executed by the parties. Any payments by County to any delegatee or

assignee on any claim under this Agreement, in consequence of any such consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

11. WARRANTY AGAINST CONTINGENT FEES:

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

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

12. INDEPENDENT CONTRACTOR STATUS:

12.1 This Agreement is by and between County and 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 County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

12.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. 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 Contractor.

12.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of Contractor and not employees of County. 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 Contractor pursuant to this Agreement.

12.4 Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit C) for each of its employees performing work under this Agreement. Such agreements shall be delivered to County's Department of Human Resources, Health Safety and Disability Benefits Division, 3333 Wilshire Boulevard, 10th Floor, Los Angeles, California 90010, on or immediately after the execution of this Agreement by County's Board of Supervisors, but in no event later than the date any such employee first performs work under this Agreement.

13. INDEMNIFICATION, INSURANCE AND COVERAGE:

13.1 Indemnification:

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

13.2 General Insurance Requirements:

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

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, Attention: J. Robb, Contract Administrator, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverage's required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of

cancellation for all policies evidenced on the certificate of insurance.

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

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

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

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

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

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

(2) Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to the County's Project Manager.

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

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

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

13.3 Insurance Coverage Requirements:

A. General Liability Insurance (written on Insurance Services Office (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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1

million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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

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

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

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

14. RECORDS AND AUDITS:

14.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity or records relating to this Agreement provided such access rights do not constitute an unlawful invasion of the privacy rights of any Contractor employee and would not in the reasonable opinion of Contractor subject Contractor to legal liability. All such material, including, but not limited to, all financial records, time cards and other employment records and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such

time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

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

14.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.

15. COUNTY AUDIT SETTLEMENTS:

If, at any time during or after the term of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the sole option of Director, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Contract Sum identified in Paragraph 8 (Contract Sum).

16. FEDERAL ACCESS TO RECORDS:

If, and to the extent that, Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services

provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

17. DISCLOSURE OF INFORMATION:

17.1 Contractor shall not disclose any terms or conditions of, or any circumstances or events which occur during the performance of this Agreement to any person or entity except as may be otherwise provided herein or required by law. In the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify County's Project Director. Thereafter, Contractor shall comply with such order, process or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:

A. Contractor shall develop all publicity material in a professional manner.

B. During the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent, and approval by County may be assumed in the event no adverse comments are received in writing within two (2) weeks after submittal.

C. Contractor may without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County, provided that the requirements of this Paragraph shall apply.

17.2 Notwithstanding any other provision of this Agreement, either party may disclose information about the other which (i) is lawfully in the public

domain at the time of disclosure, (ii) is disclosed with the prior written approval of the party to which such information pertains, or (iii) is required by law to be disclosed.

18. PROPRIETARY CONSIDERATIONS:

18.1 Contractor and County agree that all materials, plans, reports, manuals, departmental procedures and processes, data and information (hereafter in this Paragraph collectively "County Materials") developed by Contractor under this Agreement with, or for delivery to, County, and all copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County, and Contractor hereby assigns and transfers to County all Contractor's right, title and interest in and to all County Materials, provided that notwithstanding such County ownership, Contractor may retain possession of all working papers prepared by Contractor.

18.2 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Agreement, and shall protect such working papers from loss or damage by any cause, including, but not limited to, fire and theft. County shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

18.3 Items which are in the nature of County Materials, but which are not County Materials, which are developed or were originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL". Without limiting the foregoing obligation of Contractor to mark proprietary and confidential material, County recognizes that the Software is proprietary and confidential.

18.4 Contractor hereby grants to County for the use of County and all other users, an irrevocable perpetual, nonexclusive, nonterminable license to use, modify and reproduce any and all County Materials.

18.5 County will use reasonable means to ensure that Contractor's proprietary and confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities (other than outside counsel or consultants subject to non-disclosure agreements or obligations) Contractor's proprietary and confidential items,

including the Software, without the prior written permission of Contractor or as required by law or pursuant to Paragraph 46 (Dispute Resolution Procedure).

18.6 Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

A. Any Contractor's proprietary and/or confidential items not plainly and prominently marked with restrictive legends required pursuant to Subparagraph 18.3;

B. Any County Materials covered under Subparagraph 18.1 and;

C. Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law.

18.7 Contractor shall protect the security of and keep confidential all County Materials in Contractor's possession. Further, Contractor shall use whatever security measures are reasonably necessary to protect all County Materials in Contractor's possession from loss or damage by any cause, including, but not limited to, fire and theft.

18.8 Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

18.9 The provisions of Subparagraphs 18.7 and 18.8 shall survive the expiration or termination of this Agreement.

19. <u>COMPLIANCE WITH APPLICABLE LAW</u>:

19.1 Contractor's activities hereunder shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, guidelines and directives and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. Contractor shall have up to thirty (30) days to correct any noncompliance with County rules, regulations, ordinances, guidelines and directives following written notice from County including written copies of such applicable rules, regulations, ordinances, guidelines and/or directives.

19.2 Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands,

damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from or related to any violation on the part of Contractor, its employees, agents or subcontractors of any such laws, rules, regulations, ordinances, guidelines or directives. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

20. FAIR LABOR STANDARDS:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents 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 Contractor's employees.

21. NONDISCRIMINATION AND AFFIRMATIVE ACTION AND COMPLIANCE WITH CIVIL RIGHTS LAWS:

21.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

21.2 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, or physical or mental handicap, 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, without limitation, apprenticeship.

21.3 Contractor certifies and agrees that it will deal with its 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.

21.4 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, or 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 Agreement, or under any project, program, or activity supported by this Agreement.

21.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.

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

21.7 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its 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 this Agreement.

21.8 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 Agreement or under any project, program, or activity supported by this Agreement.

22. EMPLOYMENT ELIGIBILITY VERIFICATION:

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 Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County 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 hereunder. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County (which approval shall not be unreasonably withheld) in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or this Agreement, County shall be entitled to reimbursement for all such costs and expenses.

23. WAIVER:

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

Without limitation of the foregoing, County may deduct from amounts otherwise payable to Contractor hereunder County's uncompensated damages for Contractor's breach of any provision hereof. The preceding sentence is intended only as a clarification of County's remedies in the event of breach, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims pursuant to Paragraph 46 (Dispute Resolution Procedure).

24. GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, Contractor and County intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies there under. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California) for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

25. TERMINATION FOR INSOLVENCY:

25.1 County may terminate this Agreement immediately at any time following the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay or has admitted in writing its inability 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 United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay its debts which are disputed in good faith and which are not related to this Agreement as determined by County.

B. The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) Days) regarding Contractor under the United States Bankruptcy Code.

C. The appointment of a receiver or trustee for Contractor.

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

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

25.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects this Agreement, County may elect to retain its rights under this Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 United States Code, Section 365(n)). Upon written request of County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under this Agreement including, without limitation, such Section 365(n) (including, without limitation, the right to continued use of all source and object code versions of the Software and related documentation), and shall not interfere with the rights and benefits of County as provided therein. The foregoing shall survive the termination or expiration of this Agreement for any reason whatsoever.

26. TERMINATION FOR DEFAULT:

26.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

A. If Contractor fails to perform or provide any Tasks, subtasks, Deliverables goods, services or other work (i) within the times specified in this Agreement, including the applicable notice and/or cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have fifteen (15) Days to cure prior to termination under this Subparagraph), or (ii) any authorized extensions thereof (provided that nothing in this Subparagraph shall in any way limit or modify any rights of County or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in this Agreement); or

B. If Contractor fails to perform or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of fifteen (15) Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure, provided that Contractor shall not be entitled and County may terminate this Agreement immediately, in the event that County determines Contractor's failure to perform or comply is not reasonably capable of being cured or cannot be cured by Contractor in a reasonable time. If, pursuant to the preceding sentence, County

has terminated this Agreement without providing a cure period, and subsequently a final determination is made that the default was capable of being cured, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience).

26.2 In the event that County terminates this Agreement in whole or in part as provided in Paragraph 25 (Termination for Insolvency) or this Paragraph, then:

A. County shall have the right to procure, upon such terms and in such a manner as County may deem appropriate, goods, services and other work, similar to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs incurred by County, as determined by County, to procure and furnish such similar goods, services and other work; and

C. Contractor and County shall continue the performance of this Agreement to the extent not terminated under the provisions of Paragraph 25 (Termination for Insolvency) and/or this Paragraph; and

D. Contractor understands and agrees that DPH has obligations that it cannot satisfy without use of the Software or equivalent Software, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any termination of this Agreement, as a result of the breach hereof by either party, or for any other reason, Contractor shall fully cooperate with County in the transition of County to a new Software, toward the end that there be no interruption of DPH' day to day operations due to the unavailability of the Software during such transaction.

26.3 Contractor shall not be liable for any such excess costs, if its failure to perform this Agreement arises out of fires, floods, epidemics, quarantine restrictions, other acts of God, strikes or freight embargoes, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of 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 Contractor and subcontractor, and without any fault or negligence of either of them, 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 Contractor to meet the required

performance schedule. Contractor agrees to use all reasonable commercial efforts to obtain such goods or services from other sources.

26.4 If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Contractor was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 28 (Termination for Convenience).

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

27. TERMINATION FOR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. 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 of Contractor.

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

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

28. TERMINATION FOR CONVENIENCE:

28.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) days after the notice is sent, provided that in the event County has purported to terminate this Agreement for default by notice pursuant to Paragraph 26 (Termination for Default) and it has later

been determined that Contractor was not in default, no additional notice shall be required upon such determination.

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

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer and deliver to County copies of all documentation, materials, plans, reports, acceptance test criteria, acceptance and the Project Work Plan and all other completed work and work in process developed under this Agreement; and

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

28.3 Nothing in this Paragraph shall be deemed to prejudice any right of Contractor to make a claim against County in accordance with applicable law and regular County procedures for payment for work performed through the effective date of County's termination of this Agreement for convenience.

28.4 For a period of five (5) years after final settlement under this Agreement, Contractor shall make available to County, at all reasonable times, all its books, records, documents or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to the termination of work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem and other costs incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

29. PROHIBITION AGAINST SUBCONTRACTING:

County has relied, in entering into this Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation or responsibility under this Agreement, shall be null and void and shall constitute a material breach of this Agreement, upon which County may immediately terminate this Agreement.

30. NOTICE OF DELAYS:

In the event Contractor determines at any time that failure, delay or inadequacy of performance of any of County's obligations hereunder may prevent or tend to prevent Contractor from completing any of Contractor's obligations in a timely manner or may cause or tend to cause Contractor to incur additional or unanticipated costs or expenses, Contractor shall promptly following such determination (and without limiting Contractor's obligation of prompt notification, in any event within fifteen (15) Days following such determination), notify County's Project Director in writing, which notice shall specify in reasonable detail: (1) any alleged failure, delay or inadequacy of performance by County and (2) to the best knowledge of Contractor after due inquiry and analysis, the estimated impact of such alleged failure, delay or inadequacy on the performance of Contractor's obligations, including, but not limited to, any estimated delay and any estimated amount of additional or unanticipated costs or expenses that may be incurred. In the event that Contractor fails to fulfill any of its obligations in a timely manner as a direct result of a failure, delay or inadequacy of performance of any of County's obligations after timely written notice to County by Contractor of such failure, delay or inadequacy of performance, then the date for Contractor's completion of such obligation may be appropriately extended, as determined in the sole discretion of County's Project Director. Contractor shall take all reasonable actions to mitigate or reduce any delays. In the event Contractor fails to notify County in writing of any alleged failure, delay or inadequacy of performance in a timely manner as set forth in this Paragraph, Contractor shall not be entitled to rely upon such alleged failure, delay or inadequacy of performance for any purpose whatsoever, including, but not limited to, as a purported justification for either: (1) claiming that Contractor is entitled to receive any additional payments from County hereunder or (2) failing to fulfill any of Contractor's obligations in a timely manner. This Paragraph shall not be interpreted or construed as expanding in any manner or to any extent the financial obligations of County under this Agreement.

31. CONFLICT OF INTEREST:

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

31.2 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 Agreement. Contractor warrants that it is not now aware of any facts, which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

32. AUTHORIZATION WARRANTY:

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

33. UNLAWFUL SOLICITATION:

Contractor shall inform all of its employees who provide services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

34. CONFIDENTIALITY:

Contractor shall maintain the confidentiality of all records, data and information, including, but not limited to, billings, County records and data, and other information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, guidelines and directives relating to confidentiality. Contractor shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall provide to County an executed Contractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit C) for each of its employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph.

Contractor shall indemnify, defend and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability and expense, including, but not limited to, defense costs and legal, accounting and

other expert, consulting or professional fees, arising from any disclosure of such records and information by Contractor, its officers, employees or agents, except for any disclosure authorized by this Paragraph.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

35. CONTRACTOR'S OFFICES:

Contractor shall notify in writing DPH, Contracts and Grants Division, 313 North Figueroa, Sixth Floor-East, Los Angeles, California 90012, Attention: Division Chief, of any change in its business address at least ten (10) Days prior to the effective date thereof.

36. VALIDITY:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

37. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

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

38. NONDISCRIMINATION IN SERVICES:

38.1 Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

38.2 Contractor shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

39. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his/her physical or mental performance.

40. CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's or its employees and suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely.

41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by County's Child Support Compliance Program (CSCP) (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, 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 Withholdings Orders or Child Support Service Department (CSSD) 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).

42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 41 "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 County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 26 "TERMINATION FOR DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:

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

44. ACCESS TO COUNTY FACILITIES:

Contractor, its employees and agents, will be granted access to County Facilities subject to Contractor's prior notification to County's Project Director, for the purpose of executing Contractor's obligations hereunder. Access to County Facilities shall be restricted to normal business hours, 8:00 a.m. until 5:00 p.m., Pacific Time, Monday through Friday, County observed holidays excepted. Except in exigent circumstances, access to County Facilities outside of normal business hours must be approved by County's Project Director, which approval will not be unreasonably withheld. Contractor shall have no tenancy, or any other property or other rights in County Facilities. While present at County Facilities, Contractor's personnel shall be accompanied by County personnel at all times, except to the extent required by Contractor to fulfill its obligations under this Agreement.

45. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations and certificates required by all Federal, State and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, agents and subcontractors who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation and certificate required by all applicable Federal, State and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to Department of Public Health, Contracts and Grants Division, 313 North Figueroa Street, 6th Floor-East, Los Angeles, California 90012, Attention: Division Chief.

46. DISPUTE RESOLUTION PROCEDURE:

46.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph. Time is of the essence in the resolution of disputes.

46.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be affected by such dispute as determined by County.

If Contractor fails to continue without delay its performance hereunder, except for any performance which may be affected by such dispute as determined by County, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.

If County fails to continue without delay to perform its responsibilities under this Agreement, except for any responsibilities which may be affected by such dispute as determined by County, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

46.3 In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Manager for the purpose of endeavoring to resolve such dispute.

46.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) Days from the date of submission of the dispute, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

46.5 In the event that at these two (2) levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law.

46.6 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At both levels, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face or by telephone, or in writing by exchange of correspondence.

46.7 Notwithstanding any other provision of this Agreement, County's right to terminate this Agreement pursuant to Paragraph 25 (Termination for

Insolvency), Paragraph 26 (Termination for Default), Paragraph 27 (Termination for Improper Consideration), Paragraph 28 (Termination for Convenience), or any other termination provision hereunder, and County's right to seek injunctive relief to enforce the provisions of Paragraphs 18 (Proprietary Considerations) and 34 (Confidentiality), shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

47. COUNTY'S QUALITY ASSURANCE PLAN:

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

48. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

49. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 ((see Exhibit E [IRS Notice 1015]).

50. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified United States mail, postage prepaid, or (3) by overnight courier. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of delivery by the overnight courier. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

Director shall have the authority to issue all notices or demands which are required or permitted by County under this Agreement.

To County: (1) Department of Public Health
Office of Health Assessment and Epidemiology
313 North Figueroa St., Room 127
Los Angeles, California 90012
Attention: Frank Sorvillo, Ph.D., Chief

(2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor-East
Los Angeles, California 90012
Attention: Division Chief

To Contractor: (1) NetResult, LLC
10051 Trask Avenue
Garden Grove, CA 92843
Attention: Phat Bui, Project Director

51. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 County=s policy to conduct business only with responsible contractors.

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

C. County may debar Contractor if County=s Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor=s quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by 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 County or any other public entity.

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or 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 contractor should be debarred, and if so, the appropriate length of time of the debarment. 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.

F. 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 at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

H. 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.

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.

I. These terms shall also apply to any subcontractors of County Contractors.

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

The performance of Contractor's obligations under the Agreement could require Contractor's receipt of, or access to, Protected Health Information, as such term is defined in Exhibit G (Contractor's Obligation as a Business Associate Under the Health Insurance Portability and Accountability Act of 1996). Contractor and County hereby agree to be bound by the terms and conditions of the Business Associate Protected Health Information Disclosure Agreement (Exhibit G) (hereafter "Business Associate Agreement") by and between Contractor (referred to in Exhibit G as "Business Associate") and County (referred to in Exhibit G as "Covered Entity") for the term of this Agreement and as provided in the Business Associate Agreement.

53. PUBLICITY:

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

1. Contractor shall develop all publicity material in a professional manner; and

2. During the term of this Agreement, 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 County without the prior written consent of the County=s Project Director. County shall not unreasonably withhold written consent.

53.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County of Los Angeles, provided that the requirements of this Sub-paragraph shall apply.

54. PURCHASING RECYCLED-CONTENT BOND PAPER:

Consistent with County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in the services to be performed by Contractor under this Agreement.

55. COMPLIANCE WITH JURY SERVICE PROGRAM:

55.1 This Agreement is subject to the provisions of County's ordinance entitled ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

55.2 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

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

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

"Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Attached hereto, as Exhibit H (County of Los Angeles Contractor Employee Jury Service Program Application for Exemption Certification Form) is a required form to be completed by the Contractor.

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

56. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT:

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

57. SAFELY SURRENDERED BABY LAW:

57.1 Contractor's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. 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. 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.

57.2 Notices to Employees Regarding the Safely Surrendered Baby Law

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 available on the Internet at www.babysagela.org for printing purposes (see Exhibit F [(Safely Surrendered Baby Law)].

58. CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION):

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to (a) County's Project Director, and (b) County's Project Manager.

59. BUDGET REDUCTIONS:

In the event that 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, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board of Supervisors approval of such actions. Contractor shall continue to perform all of its obligations set forth in this Agreement.

60. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, 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 Agreement.

61. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE:

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

62. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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

63. SUBCONTRACTING:

In the event that Contractor wishes to engage one or more Subcontractor(s) to perform any portion of its obligation hereunder, Contractor shall submit a written notice to the County's Project Director or his/her authorized designee(s). Such notice may be delivered at any time prior to engaging the Subcontractor or in the alternative not later than seven (7) days after engaging the Subcontractor(s). Such notice shall specify the name of the Subcontractor(s) and the Scope of Work to be performed and shall include a confirmation that Contractor's Agreement with the Subcontractor(s) includes the following written terms:

63.1 Contractor's ability to terminate Subcontractor(s) work on deliverables for the County at any time for convenience upon thirty (30) day's notice to Subcontractor.

63.2 An acknowledgement by Subcontractor(s) of its independent Contractor status, and a representation that Subcontractor(s) or employee(s) of Subcontractor(s) will not be considered employee(s) of Contractor or County; and

63.3 An acknowledgement that County is a third-party beneficiary of the agreement between Contractor and Subcontractor(s), with an acknowledgement that County is not obligated to Subcontractor(s) in any way under the Subcontract.

63.4 In the event County objects to the proposed subcontracting agreement, it shall inform Contractor in writing. County shall provide the reasons for its objection. County Agrees not to unreasonably object to a proposed subcontracting agreement.

63.5 In the event County objects to a proposed Subcontract, Contractor agrees to exercise its right to terminate the Subcontract for convenience, within five (5) days of having received the notice from County.

64. WARRANTIES:

Contractor hereby warrants to County that:

64.1 Contractor shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement.

64.2 All Tasks, Subtasks, Deliverables, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.

64. 3 Any software or data analysis used by Contractor shall be available to County during the term of this Agreement and for a period of four (4) years thereafter, provided that this warranty shall only apply to software or data analysis owned by or under the control of Contractor.

64. 4 All Tasks, Subtasks, Deliverables, goods, services and other work shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry.

64. 5 All software provided under this Agreement shall perform according to the requirements set forth in Exhibit A (Statement of Work).

65. 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 certification in Exhibit I, 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 proceeding or both. (County Code Chapter 2.202.)

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and

/

/

/

Contractor has caused this Agreement subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan Fielding, M.D., M.P.H.
Director and Health Officer

NETRESULT, LLC.
Contractor

By _____
Signature

By _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL:

By _____
Allison Morse
Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF PUBLIC HEALTH

By _____
Gary Izumi, Acting Chief
Contracts and Grants Division

Exhibit A
Statement of Work
Key Data Entry of Death Certificates
Los Angeles County, Department of Health Services

Task and Responsibilities

1. Receive copies of death certificates from Los Angeles County Department of Health Services with Document Tracking Number printed on the bottom of each certificate. A County transmittal sheet will accompany each batch of certificates to be entered.
2. Verify that the number of certificates (copies), amendments and placeholders received agrees with numbers indicated on transmittal sheet.
3. Key each death certificate into the Electronic Death Registration System via a secure on-line key data entry screen.
4. Scan in Document Tracking Number (barcode 39) to begin data entry.
5. Obtain a list of authorized user IDs and passwords from Los Angeles County Department of Health Services manager or designee.
6. Log into Electronic Death Registration System with a valid user ID and password.
7. Key each death certificate via a secure on-line key data entry screen.
8. Save each record in the Electronic Death Registration System.
9. Re-batch death certificates (copies) and mail transmittal sheet to Los Angeles County Department of Health Services.
10. Recount the certificates included in each batch to confirm whether number of certificates, amendments and placeholders corresponds to transmittal sheet.
11. Fill in requested information on Contractor Transmittal Sheet.
12. Mail completed batches of death certificates (copies) back to Los Angeles County Department of Health Services.

Deliverables

1. Completion of keying each death certificate into the Electronic Death Registration System.
2. Mailing completed batches of death certificates (copies) to Los Angeles County Department of Health Services.

Completion Criteria

1. This Statement of Work will commence on or after January 1, 2007 until December 31, 2007.
2. Deliverables should be free of errors, omissions and discrepancies.
3. Should any errors, omissions and/or discrepancies be identified after the acceptance of deliverable(s), correction to the deliverable(s) is the responsibility of the Contractor and is at no cost to Los Angeles County Department of Health Services.

4. Acceptance of listed tasks by Los Angeles County Department of Health Services manager.
5. The Los Angeles County Department of Health Services may cancel the consultant contract at any time with 30 days written notice.

Los Angeles County Responsibilities

1. Provide overall task direction to Contractor.
2. Batch death certificate copies, amendments and placeholders with Transmittal Sheet for data entry.
3. Notify Contractor of any change in work plan or scope.
4. Review and acceptance of corresponding deliverables.
5. Provide payments based on completion and acceptance of specific tasks and deliverables.

Security

1. Contractor will adhere to all Los Angeles County Department of Health Services and California Department of Health Services Information Security standards.
2. No photocopies or electronic images of the Electronic Death Registration Systems data or the death certificates can be shared or given to anyone other than Los Angeles County Department of Health Services.
3. The information being keyed is confidential and must be kept confidential. The Contractor will communicate with Los Angeles County Department Health of Services only regarding Electronic Death Registration System or the death certificate.

EXHIBIT B
PAYMENT SCHEDULE
CONTRACT YEAR

DATA COLLECTION AND ANALYSIS UNIT

DESCRIPTION OF SERVICE	# CERTIFICATES TO BE COMPLETED EACH WEEK (estimate)	COST PER CERTIFICATE	WEEKLY ESTIMATED AMOUNT (Estimate)	WEEKLY AMOUNT X 52 WEEKS (estimate)	ANNUAL AMOUNT (based on requested contract amount)
Key Data Entry for death certificates	769.23	$5.00	$3846.15	$199,999.80	$200,000
				Shipping & Handling (included in price quote)	$0
				GRAND TOTAL	$200,000

Exhibit C

CONTRACT FOR

_____ SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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.

COPYRIGHT ASSIGNMENT AGREEMENT

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: _____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

EXHIBIT E

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service
Notice 1015
(Rev. October 2001)

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

What Is the EIC?
The EIC is a refundable tax credit for certain workers.
A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over $2,450.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.
Note: *You are encouraged to notify each employee whose wages for 2001 are less than $32,121 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees? You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

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

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit.

How Do My Employees Claim the EIC?
Eligible employees claim the EIC on their 2001 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of $791, he or she must file a 2001 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

EXHIBIT E

IRS NOTICE 1015

(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015 (Rev. 10-2001)

EXHIBIT F

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

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

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

¿Cómo funciona?

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

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

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

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

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

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

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

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

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

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

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

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

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

OBLIGATIONS OF BUSINESS ASSOCIATE

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

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

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

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

(i) Use Protected Health Information; and

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

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

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

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

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, as well as, effective as of April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Departmental Privacy Officer, telephone number 1(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 525
Los Angeles, CA 90012

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

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

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

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

2.8 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors.

[*Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:* However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the

information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

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

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

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered

Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

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

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

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

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

COUNTY OF LOS ANGELES PROPOSER/CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order or contract extensions (under this 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, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption 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 exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or 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 has not received, or will not receive, an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed Fifty Thousand Dollars ($50,000)). I understand that the exemption will be lost and I must comply with the Program if my revenues from County exceed an aggregate sum of Fifty Thousand Dollars ($50,000) in any twelve (12) month period.

My business is a small business as defined in the Program. It 1) has ten (10) or fewer employees; and, 2) has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of this contract, are Five Hundred Thousand Dollars ($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 (10) 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 Five Hundred Thousand Dollars ($500,000).

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent (20%) 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:	Title:
Signature:	Date:

EXHIBIT I

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
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.

CERTIFICATION	**YES**	**NO**
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 Trust 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 Date

_____
Name and Title (please type of print)