



COUNTY OF LOS ANGELES
Internal Services Department

1100 North Eastern Avenue
Los Angeles, California 90063



Tom Tindall
Director

To enrich lives through effective and caring service.

Telephone: (323) 267-2101
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April 14, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

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APRIL 14, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF TELEPHONE LANGUAGE
INTERPRETATION SERVICES CONTRACT
(ALL DISTRICTS - 3 VOTES)**

SUBJECT:

Recommendation to approve contract for on-demand telephone language interpretation services. Services provided under the proposed contract will be provided to several County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached contract with Open Communications International, Inc. (Attachment 1) to provide on-demand Telephone Language Interpretation Services effective upon approval by your Board for an initial period of three years, with two two-year renewal options and six month-to-month extensions at an approximate annual cost of \$367,000. Sufficient funds have been requested for this agreement in the Fiscal Year 09/10 Telephone Utilities Budget.
2. Authorize the Director of the Internal Services Department (ISD) or his designee to exercise the optional periods; add and delete County departments and approve other changes to the scope of work, as necessary, in accordance with the attached contract.
3. Authorize the Director of ISD or his designee to execute applicable contract amendments should the contracting entity merge, be acquired or otherwise have a change of entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for on-demand telephone language interpretation services for several County departments (e.g. Sheriff, Health Services, Public Social Services, Probation, etc.) that serve members of the public who do not speak English. The County is charged a fixed rate per minute for actual use of these services. The services are available 24 hours per day, seven days per week. Telephone interpretation services are provided in a conference call format between the applicable department, the caller and the contract interpreter. Interpretation services are available to individuals who call-in as well as to those who walk-in to a County office.

The current contract expires May 3, 2009 and the Director of ISD has the authority to extend the contract by exercising four additional month-to-month extensions. The recommended actions will ensure that County departments continue to receive telephone language interpretation services with no lapse in service.

Implementation of Strategic Plan

The recommended action supports the County's Strategic Plan Goal 1 of Operational Effectiveness by providing the public with access to information in their preferred language and reducing costs for telephone language interpretation services.

FISCAL IMPACT/FINANCING

Expenditures under the proposed contract will vary from year to year based on the volume of service requested by County departments. Under the current contract, expenditures average approximately \$50,000 per month County-wide. This amount is expected to decrease under the proposed contract because of the reduction in rates under the proposed contract. There are sufficient funds appropriated within the ISD Telephone Utilities Budget for the anticipated expenditures. ISD costs will be recovered through billings to each County department for its individual usage.

The usage rate under the proposed contract of \$0.64 per minute provides a 46% savings over the current contract's per minute usage rate of \$1.19. The rate is fixed for the first three years of the contract. The proposed contract contains a Cost of Living Adjustment (COLA) provision consistent with the County's policy on COLAs, which may be invoked only if the County elects to exercise the optional periods.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the proposed contract have been reviewed and approved as to form by County Counsel. The proposed contract contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, the Safely Surrendered Baby Law and the County's Child Support Compliance Program.

The proposed contract is not a Proposition A contract; therefore, the Living Wage Program (County Code Chapter 2.201) does not apply. Further, there is no County employee impact as a result of the proposed contract as the services are currently being performed under a contract.

CONTRACTING PROCESS

On September 17, 2008 ISD released a Request for Proposals (RFP) for Telephone Language Interpretation Services and posted the solicitation and contracting opportunity on the "County's Doing Business with Us" website (Attachment 2). Notice of the RFP was sent by electronic mail to 15 vendors registered with the County or identified through market research (Attachment 3).

Two vendors attended the non-mandatory Proposers' Conference held on October 1, 2008. Nine proposals were received on October 23, 2008. The proposals were reviewed for compliance with the minimum requirements stated in the RFP. One proposal did not contain all required data and was declared non-responsive. The remaining eight proposals were submitted to an Evaluation Committee. Debriefings were offered to all of the non-selected proposers and four companies requested and received debriefings.

One non-selected Proposer submitted a Request for Selection Review on December 19, 2008. The request was reviewed by an ISD subject matter expert who had no participation in the solicitation or evaluation process. County notified the company on January 8, 2009 that their request was denied. The County offered the proposer an opportunity to request a County Review Panel; however, the proposer did not submit a request for County Review Panel.

The RFP requested separate pricing proposals for the County's Core languages which include the 60 for which the County most frequently requires interpretation services, including Spanish, and an optional Spanish-only interpretation service to allow for local

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April 14, 2009
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small businesses offering Spanish language interpretation only to participate. No proposals for the Spanish-only option were received.

The RFP stated that the County sought to contract with one or more vendors and there was no guarantee of a particular volume of work. None of the Proposers declared CBE status. The recommended proposer was selected without regard to gender, race, creed, color or national origin. The proposer recommended for award is the top ranked proposal, receiving the highest overall score based on the combined scores of the Business and Cost Proposals.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed contract will allow the County to continue to provide critical language interpretation services to the residents of the County.

CONCLUSION

The proposed contract will provide County departments that serve members of the public who do not speak English with continued on-demand telephone language interpretation services at significantly reduced rates.

Upon Board approval, the Executive Office, Board of Supervisors is requested to return one adopted stamped Board letter to ISD as well as two signed original contracts.

Respectfully submitted,



Tom Tindall
Director

MWM:cd
Attachments (3)

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



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

OPEN COMMUNICATIONS INTERNATIONAL, INC.

FOR

TELEPHONE LANGUAGE INTERPRETATION SERVICES

76973

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
OPEN COMMUNICATIONS INTERNATIONAL, INC.
FOR
TELEPHONE LANGUAGE INTERPRETATION SERVICES**

This Contract (as such term is defined below) is made and entered into this 14th day of APRIL, 2009 by and between the County of Los Angeles ("County") and Open Communications International, Inc., a Tennessee corporation ("Contractor"), located at 830 Fesslers Parkway, Suite 119, Nashville, TN 37210.

RECITALS

WHEREAS, the County may contract with private businesses for telephone language interpretation services (the "Services") when certain requirements are met;

WHEREAS, Contractor is a private firm specializing in providing Services; and

WHEREAS, this Contract is authorized under California Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A through I and any schedules attached hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Contract." This Contract shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Contract. In the event of any conflict

or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits according to the following priority:

- Exhibit A – Statement of Work
- Exhibit B – Pricing Schedule
- Exhibit C – [Intentionally Omitted]
- Exhibit D – Contractor's EEO Certification
- Exhibit E – County's Administration
- Exhibit F – Contractor's Administration
- Exhibit G – Contractor's Acknowledgement and Confidentiality Agreement
- Exhibit H – Jury Service Ordinance
- Exhibit I – Safely Surrendered Baby Law

The words "herein", "hereof", and "hereunder" and words of similar import used in this Contract refer to this Contract, including all annexes, attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Contract with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting.

2.0 DEFINITIONS

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

- 2.1 Chief Executive Office:** The term "Chief Executive Office" shall mean the office of the County's Chief Executive Officer.
- 2.2 Contract:** The term "Contract" has the meaning set forth in Paragraph 1.0 (Applicable Documents).
- 2.3 Contractor:** The term "Contractor" means Open Communications International, Inc., a Tennessee corporation.
- 2.4 Contractor's Project Manager:** The term "Contractor's Project Manager" has the meaning set forth in Paragraph 7.1 (Contractor's Project Manager).
- 2.5 County's Project Director:** The term "County's Project Director" has the meaning set forth in Paragraph 6.1 (County's Project Director).

- 2.6 County's Project Manager:** The term "County's Project Manager" has the meaning set forth in Paragraph 6.2 (County's Project Manager).
- 2.7 County's Core Languages:** The term "County's Core Languages" shall mean the minimum set of languages for which the Contractor must provide Services under the contract.
- 2.8 Day(s):** The term "Day(s)" means calendar day(s) unless otherwise specified.
- 2.9 Department; County Department:** The terms "Department" or "County Department" shall mean any one of County's departments, related agencies, related districts and/or the non-County districts and agencies which may obtain Services under the Contract.
- 2.10 Department Head:** The term "Department Head" shall mean the Director and/or the individual having ultimate approval authority for the business of a County department.
- 2.11 Director:** The term "Director" shall mean the director of the County's Internal Services Department.
- 2.12 Fiscal Year:** The term "Fiscal Year" means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Internal Services Department; ISD:** The terms "Internal Services Department" or "ISD" shall mean the County's Internal Services Department.
- 2.14 Office of Affirmative Action Compliance; OAAC:** The terms "Office of Affirmative Action Compliance" or "OAAC" shall mean the County's Office of Affirmative Action Compliance.
- 2.15 Services:** The term "Services" means on-demand, over-the-telephone, person-to-person telephone language interpretation services provided by Contractor to County under this Contract.
- 3.0 WORK**
- 3.1** Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth in herein.
- 3.2** If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and

Contractor shall have no claim whatsoever therefor against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing upon execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to unilaterally extend the term of this Contract for up to two (2) additional two-year periods and six (6) additional month-to-month periods, for a possible maximum total Contract term of seven (7) years and six (6) months. Each such option period shall be exercised individually by the Director or his or her designee.
- 4.3 Contractor shall notify County's Project Manager when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Manager at the address herein set forth in Exhibit E (County's Administration).

5.0 SERVICE RATES AND BILLING

- 5.1 Contractor shall provide Services at the rates listed in Exhibit B (Pricing Schedule). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.
- 5.2 [Intentionally Omitted].
- 5.3 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.4 Invoices and Payments
 - 5.4.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, Services, and other work

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

- 5.4.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.4.3 Contractor's invoices shall provide detailed descriptions by County department and by individual facility, when identified, usage and cost breakdown to include the language used, total minutes, total calls, average length of call, percentage of total minutes, total charges per call, total summary for each department or facility by category, equipment list and charges, facility additions and deletions and any other information upon County's request. Contractor shall make this information available electronically to the County via Contractor's web portal.
- 5.4.4 Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.4.5 All invoices under this Contract shall be submitted in one (1) hard copy to the following address, unless otherwise requested by County's Project Manager to provide electronic copy:

**County of Los Angeles
Internal Services Department
Attn: Telephone Utilities Unit
9150 E. Imperial Hwy., MS-35
Downey, CA 90242**

- 5.4.6 All invoices submitted by Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5 Contractor's rates shall remain firm and fixed for the initial term of the Contract. However, for the two (2) two-year option periods only, the per-minute Service Rates may be adjusted based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the County's Board of Supervisors from approving any increase in County employee salaries; no cost of living adjustments will be granted.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all of County administration referenced in the following subparagraphs is set forth in Exhibit E (County's Administration). The County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

6.1.1 Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

6.2.1 The County's Project Manager reports to the County's Project Director. The responsibilities of the County's Project Manager include:

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

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

and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Background and Security Investigations

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

7.3.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through the County conducted background clearance.

7.3.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the

satisfaction of the County or whose background or conduct is incompatible with County facility access.

- 7.3.4 Disqualification, if any, of Contractor's staff, pursuant to this Paragraph 7.3, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

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

- 7.4.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.4.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.4.4 Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

8.1.1 For any change which does not materially affect the scope of work, term, service rates, payments, or any term or condition included under this Contract (including, but not limited to, changes to the County's Core Languages or County Departments), a Change Notice shall be prepared and executed unilaterally by the County's Project Director, or his or her designee.

8.1.2 For any change which materially affects the scope of work, term, service rates, payments, or any term or condition included under this Contract, the County will prepare an Amendment to the Contract for execution by Contractor and by the Director or his or her designee.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, the County will prepare an Amendment to the Contract for execution by Contractor and by the Director or his or her designee.

8.1.4 The Director or his or her designee may at his/her sole discretion, authorize unilateral extensions of the Contract term as provided in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of the term shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of the term of this Contract, a written notice to Contractor shall be prepared and signed by the Director or his or her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion,

and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 8.2, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the

County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the County Board of Supervisor's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

- 8.5.1 Within twenty (20) business days after Contract effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) 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.
2. For purposes of this Paragraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 8.8. The provisions of

this Paragraph 8.8 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Paragraph 8.8 may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a

conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.9 shall be a material breach of this Contract.

8.10 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 Contract 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 Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 **Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the 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 the County.

8.12.3 **Non-responsible Contractor**

The County may debar a contractor if the 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 the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that 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.
2. 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 County's Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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 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 Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting 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 Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status

required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 FACSIMILE REPRESENTATIONS

The County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Change Notices and Amendments), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight

embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 8.20 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.20, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the 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 Contract.

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.4 (Confidentiality).

8.23 INDEMNIFICATION

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

8.24 GENERAL INSURANCE REQUIREMENTS

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

8.24.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Contracts Section – IT Contracts
Mail Stop 46
9150 East Imperial Highway
Downey, CA 90242

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

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

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

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

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or the County.
- Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- 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 Contract.

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

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

- Contractor providing evidence of insurance covering the activities of subcontractors, or
- Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.25.3 **Workers’ Compensation and Employers’ Liability** insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which 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

8.25.4 **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

8.26 LIQUIDATED DAMAGES

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

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

- 8.26.2 If the Director, or his or her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his or her or designee, deems are correctable by Contractor over a certain time span, then the Director or his or her designee, shall provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct such deficiencies within said time frames, the Director, or his or her designee, may deduct liquidated damages, in the Director's or designee's absolute discretion. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties therefore agree that under the current circumstances a reasonable estimate of such damages is as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment 4 to Appendix B of Exhibit A (Statement of Work), and that Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to Contractor. In the alternative, upon giving five (5) days notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.26.3 The action noted in subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 Nothing in this Paragraph 8.26 shall in any manner restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

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

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

8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.

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

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 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 No. 1015.

8.33 NOTICE 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 the County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

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

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or

persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are appropriately marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

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

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or

disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

8.38.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference shall be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference shall be paid to Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 No portion of this Contract may be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract all or any portion of this Contract without the prior consent of the County may be deemed a material breach of this Contract.

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

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

- 8.40.3 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor shall ensure delivery of all such documents to:

Contracts Section – IT Contracts
Mail Stop 46
9150 East Imperial Highway
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

8.41 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 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

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

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

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

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of 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 the 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. As used in this subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at

least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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 the 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 the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

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

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

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

8.52 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.52.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

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

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

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

CONTRACTOR: Open Communications International, Inc.

By [Signature]
Name
President/CEO
Title

COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

76973

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



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

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

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Jose Silva
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20

APR 14 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A
STATEMENT OF WORK

TELEPHONE LANGUAGE INTERPRETATION SERVICES

Contract No. 76973

**STATEMENT OF WORK
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**APPENDIX A
TELEPHONE LANGUAGE INTERPRETATION SERVICE
STATEMENT OF WORK (SOW)**

1.0 SCOPE OF WORK

This Statement of Work (SOW) describes the over-the-telephone, person-to-person Language Interpretation Services (Services) to be provided by Contractor on-demand to County of Los Angeles (County) Departments to facilitate verbal communication between Departments and County Customers.

A Department will access the Services when the Department determines that a face-to-face or telephonic exchange between a Customer and the Department requires interpretation to and from English and to and from one of the County's Core Languages identified in Attachment 1. The following scenario describes the process the Department expects to follow to arrange for and accomplish that interpretation:

- A. Department comes into contact with a Customer either a) telephonically or b) in person on-premises.
- B. Department recognizes the need for interpretation for the Customer.
 - 1. If telephonically - Department will conference-in an interpreter via a third-party transfer to connect all parties.
 - 2. If on-premises:
 - a) Department will transfer the Customer to a second extension to connect to an interpreter, or
 - b) Include the Customer using a second handset of a Contractor-provided Third-Party Language Telephone.
- C. Department calls Contractor via Contractor's toll free number.
- D. Contractor answers incoming call.
- E. Department provides Contractor Department's assigned user access identification.
- F. Department adds Customer as a third-party to the call for the purposes of interpretation.
- G. Contractor's staff initiates dialogue with the Customer to identify the Customer's Target Language.
- H. Contractor routes the call to Contractor's interpreter certified in the Target Language.
- I. Interpreter translates both the Department's and the Customer's communication to facilitate the exchange.
- J. Department determines that transaction is complete and terminates the call.

NOTE: Steps D through H are measured as the call-connect response time and must be accomplished in no more than 40 seconds.

2.0 DEFINITIONS

- 2.1 **Call-Connect Response Time:** The elapsed time measured from when Contractor answers the Department's call requesting Service to when the correct interpreter picks up the call to perform Service.
- 2.2 **Customer:** Any person conducting business or requesting information or services from a Department.
- 2.3 **Days:** Calendar day(s) unless otherwise specified.
- 2.4 **Department:** Any of County's departments, related agencies, related districts and/or the non-County districts and agencies which may obtain Services under this Contract.
- 2.5 **Services:** On-demand, over-the-telephone, person-to-person language interpretation to and from English and to and from one of the core languages identified in Appendix B, Statement of Work, Attachment 1, or from any language that may be added.
- 2.6 **Target Language:** The Customer's native or preferred language that requires interpretation to and from English.
- 2.7 **Third-Party Language Telephones:** Telephones placed by Contractor at the request of the Department in locations where walk-in Customers will require real-time Services in order to conduct their business with County personnel.

3.0 SERVICE REQUIREMENTS

3.1 SERVICES

- 3.1.1 Contractor shall provide Services 24 hours a day, 7 days a week, 365 days a year.
- 3.1.2 Contractor shall staff the appropriate number of personnel to ensure a call-connect response time of no more than 40 seconds.
- 3.1.3 Contractor shall provide Services to and from English and to and from County's Core Languages (see Attachment 1 to this Statement of Work), or any language that may be added, to those Departments identified in Attachment 2 to this Statement of Work.

- 3.1.4 Contractor shall provide Medical Language Interpretation Services in the County's Core Languages.
- 3.1.5 Contractor shall notify County:
- When Departments request additional languages.
 - Immediately when a Department requests to be added to or removed from Service.
- 3.1.6 Contractor shall provide Services for languages in addition to those identified in Attachment 1 to the Statement of Work within ten (10) business days after language is added by means of a unilateral Change Notice as set forth Paragraph 8.1 (Change Notices and Amendments).
- 3.1.7 Contractor shall establish and submit Contractor's call routing procedures for review and approval by County within thirty (30) days after effective date of contract. Procedures shall contain, at a minimum, the following:
- Contractor's methods for screening each call for language identification and providing interpreter access within the required 40 second call-connect response time.
 - Steps that Contractor takes in the event a call is not completed, a service interruption occurs while providing interpretation services, or demand increases in the event of an emergency or regional disaster.
- 3.1.8 Contractor shall provide Departments with training and training materials on how to access and use the Services within thirty (30) days after contract effective date and on an annual basis thereafter, or more frequently, at the request of County's Project Manager.
- 3.1.9 Contractor shall maintain and provide toll free access number(s), Department user identifications and user pass codes in the quantities as specified by County to enable Departments to access and use the Services.
- 3.1.10 Contractor shall obtain County's approval in advance of Contractor making any Service or procedure changes.

3.2 STAFFING

3.2.1 Contractor shall ensure that all Services are provided by human, professional interpreters. Each interpreter must:

- Have at least two (2) years within the last five (5) years of professional experience performing interpretation services to and from English and to and from the County's Core Language(s) (see Attachment 1).
- Be fluent in English and have native fluency in and cultural awareness of the County's Core Language(s).
- Have tested for and passed Contractor's documented and formalized certification procedure that adheres to the California State Personnel Board's Specification and Performance Standards for Contract Interpreter and Translation Services Certification of Interpreters & Translators.
- Provide interpretation only for the language(s) for which he/she has been certified by Contractor.

3.2.2 Contractor shall ensure that all persons performing medical language interpretation Services meet the qualifications detailed in subparagraph 3.2.1 and possess the knowledge to correctly interpret medical terminology to and from English and to and from the County's Core Language(s).

3.2.3 Contractor shall train and certify interpreters to ensure that they provide all Services in accordance with the confidentiality and non-disclosure requirements contained in Paragraph 7.4 (Confidentiality).

3.2.4 Contractor shall provide training programs for all new interpreters.

3.2.5 Contractor shall maintain complete training and certification records for all interpreters, and make records available to County for review within five (5) days of County's request. Training and certification records must contain, at a minimum, the following:

- Information that specifies how the interpreter's language fluency was verified/tested;
- Date that interpreter's fluency was verified/tested;
- Identification of the language(s) in which the interpreter is qualified to interpret;

- Identification of the level of competency verified/tested (e.g., general conversational, medical) and the score or rating assigned to identify the interpreter’s level of fluency;
- Documentation demonstrating that the interpreter has a minimum of two years within the last five years of professional interpreter experience in the certified language;
- Dates and types of all training provided by Contractor to meet confidentiality and non-disclosure requirements.

4.0 OPERATIONAL INFRASTRUCTURE REQUIREMENTS

- 4.1** Contractor shall maintain a minimum of one (1) centralized call center within the United States with uninterruptible power supply and toll free access number(s) to meet the County’s annual Services volume requirements identified in Attachment 3 to this SOW.
- 4.2** Contractor shall provide state-of-the-art computer telephone systems, databases, networks and power requirements to maintain Services 24 hours a day, 7 days a week, 365 days a year.
- 4.3** The Call Center must be equipped and staffed to ensure a call-connect response time of no more than 40 seconds.
- 4.4** Contractor shall provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.
- 4.5** Contractor shall have operating and backup capacity to provide continuing Services to County Departments in the event of an unforeseen emergency, regional disaster or other catastrophic occurrence where exceedingly high volumes of Services would be required over a period of days or weeks.

5.0 MATERIALS AND EQUIPMENT

- 5.1** Third-Party Language Telephones
 - 5.1.1 Contractor shall provide, including purchasing, shipping, installing and maintaining Third-Party Language Telephones to Departments upon request and at no cost to County.
 - 5.1.2 Third-Party Language Telephones shall be single line analog devices that include speakerphone capability that meet any one of the following criteria:

- A single phone with dual handsets;
- One (1) corded/cordless phone with one (1) additional cordless handset with charger(s); or
- A line-splitter device to integrate two (2) phones into one (1) line plus two (2) corded/cordless phones with charger(s).

5.1.3 Contractor shall be responsible to repair and/or replace equipment to maintain telephones in good working condition at all times.

6.0 ADDITION/DELETION OF SERVICES TO DEPARTMENTS AND/OR FACILITIES

Contractor shall provide Services for Departments and associated facilities listed in SOW, Attachment 2. County may from time to time add or delete Departments and/or facilities from the list as required. The addition and/or deletion of Departments and/or facilities will be accomplished by means of a unilateral Change Notice as set forth in Paragraph 8.1 (Change Notices and Amendments). Should a Department be added, Contractor shall provide the list of the toll-free access telephone numbers, client identification numbers, pass codes and County employee training and instructions on the use of Services.

7.0 QUALITY CONTROL

7.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of Services throughout the term of the Contract. The Plan shall be submitted to the County's Project Manager for review and approval within sixty (60) days after effective date of contract. The plan shall detail the following:

7.1.1 Contractor's method of monitoring to ensure that Contract requirements are being met;

7.1.2 Contractor's procedures for conducting and maintaining complete records of all inspections, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

7.2 Contractor shall provide records of inspections and corrective actions to the County upon request.

7.3 Contractor shall maintain an office where Contractor conducts business with a telephone in the company's name that will allow County Departments to reach Contractor via the telephone toll-free. The office may be located in the Call Center. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service, by the next business day.

8.0 QUALITY ASSURANCE PLAN

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

8.1 Contract Discrepancy Report

The County will verbally notify Contractor's Project Manager of a Contract discrepancy as soon as possible whenever a Contract discrepancy is identified. Contractor shall resolve the problem within a time period mutually agreed upon by the County and Contractor.

The County's Contract Project Manager will determine whether a formal Contractor Discrepancy Report (Attachment 4) shall be issued. Upon receipt of this document, Contractor shall respond in writing to the County's Contract Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contractor Discrepancy Report shall be submitted to the County's Contract Project Manager within ten (10) business days.

8.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance; activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with Contractor's performance.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

9.1 All listings of services used in the Performance Requirements Summary (PRS) (Attachment 5) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

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

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment(s) in the PRS.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on Contractor's future invoice.

ATTACHMENT 1 TO STATEMENT OF WORK

COUNTY'S CORE LANGUAGES

SPANISH	ROMANIAN	HAUSA
KOREAN	IBO	TURKISH
MANDARIN	TOISHANESE	TAMIL
CANTONESE	TAIWANESE	GUJARATI
VIETNAMESE	INDONESIAN	SERBIAN
ARMENIAN	ITALIAN	ILOCANO
RUSSIAN	URDU	CHAO-CHOW
CAMBODIAN	PUNJABI	DARI
FARSI	HEBREW	MALAY
JAPANESE	SWAHILI	GREEK
ARABIC	MONGOLIAN	UKRAINIAN
THAI	HAITIAN CREOLE	LITHUANIAN
AMHARIC	SINHALESE	BOSNIAN
TAGALONG	LAOTIAN	GERMAN
BENGALI	TONGAN	HMONG
HUNGARIAN	ALBANIAN	CROATIAN
FRENCH	AZERBAIJANI	BULGARIAN
PORTUGUESE	FUKIENESE	SOMALI
HINDI	FUZHOU	GA
POLISH	PASHTO	SAMOAN

**ATTACHMENT 2 TO STATEMENT OF WORK
COUNTY DEPARTMENT LIST**

Departments currently using services

Sheriff Department
Fire Department
Public Library
Department of Social Services
Department of Mental Health
Department of Public Health
Department of Social Services
Registrar of Voters
Community of Senior Services
Repair and Dispatch
Commission on Human Rights

Department of Health Services

UCLA Medical Center-Harbor
Rancho Los Amigos Medical Center
Olive View Medical Center
High Desert Hospital
Martin Luther King Jr. Drew Medical Center
Los Angeles County Health Line
Roybal Comprehensive Health Center
El Monte Comprehensive Health Center
Hubert Humphrey Comprehensive Health Center
Imperial Heights Health Clinic
LAC/USC Medical Center
H. Claude Hudson Comprehensive Health Center
Children's Medical Services
Mid Valley Health Center
CalWorks Mental Health Services

Probation Department:

Adult Services
Detention Services
Juvenile Services
Residential Treatment Services

ATTACHMENT 3 TO STATEMENT OF WORK

ATTACHMENT INTENTIONALLY OMITTED

**ATTACHMENT 4 TO STATEMENT OF WORK
CONTRACTOR DISCREPANCY REPORT**

TO: _____

FROM: _____

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY

PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**ATTACHMENT 5 TO STATEMENT OF WORK
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTION/FEEES TO BE ASSESSED
Contract; Paragraph 5.0	Contractor shall provide accurate monthly billing statements.	Receipt of documents	\$50 per incorrect bill submitted
Contract; subparagraph 8.5.7	Contractor shall provide copies of responses to complaints within 3 days of mailing to complainant.	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 8.40	Contractor shall obtain County's written approval prior to Subcontracting any work.	Inspection & Observation	\$500 per occurrence;
SOW; subparagraph 3.1.1	Contractor shall provide Services 24 hours a day, 7 days a week, 365 days per year.	Inspection & Observation	\$100 per occurrence for each: <ul style="list-style-type: none"> ▪ Call not answered
SOW; subparagraph 3.1.2	Contractor shall staff the appropriate number of personnel to ensure a call-connect response time of no more than 40 seconds.	Inspection & Observation	\$100 per occurrence for each: <ul style="list-style-type: none"> ▪ Call-connect response time which exceeds 40 seconds
SOW subparagraph 3.1.3	Contractor shall provide interpretation services to and from English and to and from County's Core Languages.	Inspection & Observation	\$100 per occurrence for each: <ul style="list-style-type: none"> ▪ Wrong Interpreter assigned to call ▪ Interpreter unable to perform Service
SOW; subparagraph 3.1.4	Contractor shall provide Medical Interpretation Services	Inspection & Observation	\$100 per occurrence for each call where Interpreter is unable to perform Service
SOW; subparagraph 3.1.5	Contractor shall notify County <ul style="list-style-type: none"> - When Departments request additional languages - When a Department requests to be added or removed from Service 	Inspection & Observation	\$50 per occurrence for failure to notify.

**ATTACHMENT 5 TO STATEMENT OF WORK
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SOW; subparagraph 3.1.6	Contractor shall provide Services for languages in addition to those identified in Appendix B, SOW, Attachment 1 within 10 days after effective date of County's Change Notice	Inspection & Observation	\$50 per day for each day activation is delayed after due date.
SOW; subparagraph 3.1.6	Contractor shall provide Services for languages in addition to those identified in Appendix B, SOW, Attachment 1 within 10 days after effective date of County's Change Notice	Inspection & Observation	\$50 per day for each day activation is delayed after due date.
SOW; subparagraph 3.1.7	Contractor shall establish and submit call routing procedures for County review and approval within thirty (30) days after Contract award	Receipt of Call Routing Procedure	\$100 per day for each day Procedure is delayed after due date.
SOW; subparagraph 3.1.8	Contractor shall provide Departments training and training materials on how to access and use Services within thirty (30) days after contract award, and on an annual basis thereafter.	Receipt of Training and Training Materials; Inspection and Observation	\$50 per day, per occurrence of not providing training or training materials.
SOW; subparagraph 3.2.1	Contractor shall ensure that Services are provided by human, professional interpreters meeting the requirements detailed in Sub-Paragraph 3.2.1.	Inspection & Observation	\$50 per occurrence for first three days of non-certification; \$1,000 per employee after three days;
SOW; subparagraph 3.2.3	Contractor shall train and certify interpreters to ensure that they provide all Services in accordance with the Contract's confidentiality and non-disclosure requirements.	Inspection & Observation	\$100 per untrained employee and \$50 per day until trained.

**ATTACHMENT 5 TO STATEMENT OF WORK
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SOW; subparagraph 3.2.4	Contractor shall provide training programs for all new interpreters	Inspection & Observation	\$100 per occurrence for failure to train each new interpreter.
SOW; subparagraph 3.2.5	<ul style="list-style-type: none"> - Contractor shall maintain complete training and certification records for all interpreters. - Contractor must provide to County within five (5) days of request by County. 	<p>Inspection & Observation</p> <p>Receipt of Documents</p>	<p>\$50 per occurrence for failure to maintain records for each employee;</p> <p>\$100 per day for each day records are delayed after due date</p>
SOW; subparagraph 4.4	Contractor shall provide backup capabilities for all systems to ensure that no degradation of or interruption to the required service level occurs in the event of a system or power failure.	Inspection & Observation	<p>\$100 per occurrence for</p> <ul style="list-style-type: none"> ▪ Call not answered ▪ Call interrupted due to system or power failure
SOW; subparagraph 5.1	<ul style="list-style-type: none"> - Contractor shall provide third-party language telephones that meet County's requirements upon request by County. - Contractor shall repair and/or replace equipment to maintain telephones in good working condition at all times. 	Inspection & Observation	<p>\$50 per day for each day installation is not completed.</p> <p>\$50 per day for each day after Contractor is notified that telephone remains out of service.</p>

CONTRACT EXHIBIT B

**TELEPHONE LANGUAGE INTERPRETATION SERVICES
PRICING SCHEDULE**

NOTE! Pricing Fees shall be fixed for the initial three (3) year term of the Contract.

Company Name: Open Communications International, Inc. (OCI)

Rate Per Minute (\$):

County(s) Core Languages¹ \$0.64 per min

Spanish Only Option² \$0.64 per min

Additional Languages³

All OCI Languages \$0.64 per min

¹ Pricing for Services to/from English and to/from County's Core Language listing as specified in Exhibit A, Statement of Work, Attachment 1.

² Pricing for Services to/from English and to/from Spanish ONLY as specified in Exhibit A, Statement of Work.

³ Pricing for Services to/from additional languages as specified in Exhibit A, Statement of Work.

CONTRACT EXHIBIT C

EXHIBIT C - INTENTIONALLY OMITTED

**CONTRACT EXHIBIT D
REQUIRED FORMS - EXHIBIT 8**

PROPOSER'S EEO CERTIFICATION

Open Communications International, INC. (OCI)

Company Name

830 Fesslers Parkway, Suite 119

Address

37-1501438

Internal Revenue Service Employer Identification Number

GENERAL

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

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



Signature

10/17/08

Date

Minh Nguyen, President/CEO

Name and Title of Signer (please print)

EEO CERTIFICATION

RFP NO. 103989cbd
APPENDIX D

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CONTRACT EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Dave Chittenden

Title: General Manager – Information Technology Service

Address: 9150 E. Imperial Highway, Mail Stop 9

Downey, CA 90242

Telephone: (562) 940-2901 Facsimile: (562) 803-0724

E-Mail Address: dchittenden@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Eric Hawkins

Title: Section Manager, ISD - Telecom Expense Management Section

Address: 9150 E. Imperial Highway, Mail Stop 37

Downey, CA 90242

Telephone: (562) 940-4343 Facsimile: (562) 401-0047

E-Mail Address: ehawkins@isd.lacounty.gov

CONTRACT EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: OPEN COMMUNICATIONS, INTERNATIONAL

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Shaunna N. Barbee

Title: Project Manager/Account Manager

Address: 830 Fesslers Parkway Suite 119

Nashville, TN 37210

Telephone: 615.321.5858 ext 201 Facsimile: 615.321.5861

E-Mail Address: s.barbee@accessoci.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Shaunna N. Barbee

Title: Project Manager/Account Manager

Address: 830 Fesslers Parkway Suite 119

Nashville, TN 37210

Telephone: 615.321.5858 ext 201 Facsimile: 615.321.5861

E-Mail Address: s.barbee@accessoci.com

Name: Minh Nguyen

Title: President/CEO

Address: 830 Fesslers Parkway Suite 119

Nashville, TN 37210

Telephone: 615.321.5858 ext 201 Facsimile: 615.321.5861

E-Mail Address: m.nguyen@accessoci.com

Notices to Contractor shall be sent to the following:

Name: Shaunna N. Barbee

Title: Project Manager/Account Manager

Address: 830 Fesslers Parkway Suite 119

Nashville, TN 37210

Telephone: 615.321.5858 ext 201 Facsimile: 615.321.5861

E-Mail Address: s.barbee@accessoci.com

CONTRACT EXHIBIT G

CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: **OPEN COMMUNICATIONS, INTERNATIONAL**

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACT EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

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

CONTRACT EXHIBIT H

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

CONTRACT EXHIBIT H

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

CONTRACT EXHIBIT I

SAFELY SURRENDERED BABY LAW

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

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



CONTRACT EXHIBIT I

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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

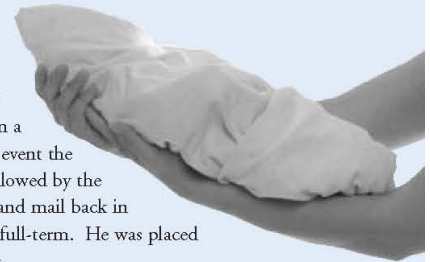
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



CONTRACT EXHIBIT I

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

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



View and Search Class

Page 1 of 1

Award information has not been added at this time.

Bid Information

Bid Number : 103989cbd
Bid Title : Telephone Language Interpretation Services RFP
Bid Type : Service
Department : Internal Services Department
Commodity : TRANSLATION SERVICES
Open Date : 9/17/2008
Closing Date : 10/23/2008 2:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : Telephone Language Interpretation Services provided on an as-needed basis to County Departments to and from English and to and from the County's Core Languages. Services to be available 24 hours a day, 7 days a week, 365 days a year.
Contact Name : Carla Day
Contact Phone# : (562) 940-3079
Contact Email : cday@isd.lacounty.gov
Last Changed On : 10/8/2008 5:43:00 PM

[Back to Last Window](#)

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Language Translation Services RFP Potential Bidders

Language 411

1300 Clay Street, Suite 600
Oakland CA 94612

Contact: Jennifer Allen

Phone: 510-842-3550

Fax: 510-280-7257

servicemanager@language411.com

Phone Interpreters

2975 Wilshire Blvd, Suite 205
Los Angeles, CA 90010-1141

Contact: Jenny Park

Direct 213-385-7781

General 866-744-0001

Fax 213-385-7784

project@latranslate.com

laiti03@hotmail.com

Avantpage

1138 Villaverde Lane
Davis, CA 95618

Contact: Luis Miguel

Direct 530-750-2040 ext. 1

luis@avantpage.com

Spanish Interpreters Corporation

63 Milland Drive
Mill Valley, CA 94941

Contact: Yolanda Garcia

Direct 415-388-8347

yolanda@spanish-interpreters.com

CTS Language Link

911 Main Street, Suite 10
Vancouver, WA 98660

Contact Rich Miller

Direct 360-433-0444

General 800-208-2620

richard.miller@ctslanguageink.com

Language Translation Services RFP Potential Bidders

Transperfect Translations Intl.

625 Broadway, Suite 620
San Diego, CA 92101

Contact: Aron M. Davidson

adavidson@transperfect.com

Direct 619-696-9000

Cell 858-945-6343

General 858-945-6343

TeleInterpreters

Under Language Line. They were purchased by
Language Line.

500 N Brand Blvd
Glendale, CA 91203

Contact: Joshua Ehle

sales@teleinterpreters.com

Direct 831-648-7448

General 800-752-6096 option 2
or (800) 811-7881

Language Line

1 Lower Ragsdale Drive, Bldg 2
Monterrey, CA 93940

**Contact: Joshua Ehle
and Manny Solis**

jehle@languageline.com

msolis@languageline.com

Direct 831-648-7448

Toll-Free 800-718-5508

General 800-752-6096

Network Omni Multilingual Communications

4353 Park Terrace Drive
Westlake Village, CA 91361

Contact: Bill Gleason

bgleason@networkomni.com

Direct 818-706-7886

Toll-Free 800-543-4244 ext. 517886

Main: 818-706-7890

Fax: 818-735-6305

sales@networkomni.com

Language Translation Services RFP Potential Bidders

Pacific Interpreters

707 SW Washington, Suite 200
Portland, OR 97205

Contact: Matthew Riley

matthew.riley@pacificinterpreters.com

Direct 503-445-5642

General 800-311-1232

Sales 800-324-8060

sales@pacificinterpreters.com

Carmazzi Inc.

65 Quinta Court, Suite G
Sacramento, CA 95823

Contact: Jen Eitzen

jeitzen@carmazzi.com

Direct 916-714-7848 ext. 121

Lan Do & Associates LLC

970 Harrison Street
San Francisco, CA 94107

Contact: Ms. Lan Do

lando@landoassociates.com

Direct 415-978-2788

Richard Schneider Enterprises

27875 Berwick Drive, Suite A
Carmel, CA 93923

Contact: Rich Schneider

richard@idioms.com

Direct 800-500-5808 ext. 207

General 831-622-0554

Language People

(formerly Bay Area Translations Inc.)

P.O. Box 9566

Santa Rosa, CA 95405

Contact: Angela Stefani

accounting@languagepeople.com

Direct 707-538-8900 ext. 1011

General 800-894-2345

Optimal Phone Interpreters

2950 Lake Emma Rd. Suite 3020

The Honorable Board of Supervisors
April 14, 2009
Attachment 3

Language Translation Services RFP Potential Bidders

Lake Mary, FL 32746

Contact: Michael Lane
Direct 866-3809410 ext. 144

mlane@gotooptimal.com