



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 17, 2025

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

20 June 17, 2025

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL OF CONTRACT NUMBER 25-002 WITH KOFILTE TECHNOLOGIES, INC.
FOR RESTORATION, REPAIR, AND SCANNING OF MICROFILM, RECORDS, AND INDEX
BOOKS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Registrar-Recorder/County Clerk (RR/CC or Department) requests approval to execute Contract #25-002 (Contract) with Kofile Technologies, Inc. (Kofile) for restoration, repair, and scanning of microfilm, records, and index books.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize RR/CC, or their designee, to execute a substantially similar Contract (Attachment) with Kofile in order to provide restoration, repair, and scanning of microfilm, records, and index books, effective for a period of five (5) base years, with two (2) optional one-year periods and six (6) optional month-to-month extensions, for a maximum term of seven (7) years and six (6) months.
2. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to extend the five (5) year base term for two (2) optional one-year periods and six (6) optional month-to-month extensions provided that County Counsel approval is obtained.
3. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; (3) modify the Statement of Work to meet operational needs; or (4) make any other necessary changes which do not materially alter any term or condition of the Contract provided that County Counsel approval is

obtained.

4. Delegate authority to the RR/CC, or their designee, to prepare and execute future amendments to increase contract sum up to 10%, or \$1,000,000, to account for any unforeseen increases provided RR/CC and County Counsel approval is obtained. The maximum contract amount for this Contract will not exceed \$11,000,000 and is the maximum payable to Contractor over the term of the Agreement, including option years.

5. Delegate authority to the RR/CC, or their designee, to terminate the contract in whole or in part as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The RR/CC provides a variety of services related to real property document recording and vital records custody and maintenance. These services greatly benefit the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Documents on file are vital to the real estate, legal and banking communities, the general economy of the County, and the daily life of our constituents.

The purpose of the recommended action is to establish a contract for the restoration, repair, scanning and microfilming of the County's legal documents pertaining to real property and vital (birth, death and marriage) records. These records provide historical data of vital importance to the County and the public at large. The work involved under the Contract provides for the removal of harmful materials, mending, paper de-acidification, page encapsulation, book binding, scanning and microfilming of said legal documents.

The Department currently maintains an archive which includes four categories of materials for vital and real estate records: certificates, paper, books, and microfilm.

Vital records are currently stored in two categories: books and folders. Most of the older records are housed in folders. Some records are also stored in books. The books are in sewn and bound record binders with canvas hard covers. All records are housed in the Department's headquarters facility basement. The books are stored on roller shelves and the folders containing approximately one hundred (100) corresponding records each are stored on shelves totaling approximately one million eight hundred thousand (1,800,000) certificates. These folders contain original birth, death and marriage records and some records may have amendments attached.

The original documents show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information and curls and cockles (wrinkles, puckers, or ripples) from page turning. The original documents are brittle with many sheets and index divider tabs repaired or missing, and attachments secured with tape and staples. These documents need to be restored to make a digitized images that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. Pursuant to this Contract, Contractor will provide restoration and scanning services for such certificates and folders in accordance with the Department's specifications and requirements under law. There are approximately four hundred (400) books of which some have broken or missing metals, worn and torn coverings or exposed boards. These books need to be repaired and restored as they are required to be maintained in perpetuity. Under this Contract, Contractor will provide refurbishment and restoration services for such books in accordance with the Department's specifications and requirements.

Real property records consist of approximately twenty-eight thousand (28,000) official record books which equates to approximately forty million (40,000,000) records or one hundred forty million (140,000,000) images. The books range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. Some books are photostat and some have handwriting. The original pages are brittle and have been repaired with tape. These books need to be repaired and scanned to make a digitized image that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. There are also approximately 5,200 rolls of microfilm that need to be digitized for a total of approximately 10,400,000 images. Pursuant to this Contract, Contractor will provide restoration and scanning services for such record books and microfilm in accordance with the Department's specifications and requirements under law.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

North Star 3: Realize tomorrow's government today. Focus Goal Area A. Communication and Public Access: Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats. Strategy i. Customer Service: Support departmental efforts to improve customer service and to enhance efficiency and responsiveness to meet the needs of all residents.

Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals while continuing to provide the public with beneficial and responsive vital information services to quality historical information. The services afforded under the recommended Contract will ensure legal documents are available for public use for generations to come while restored and microfilmed records remain essential for the public to research needed information.

FISCAL IMPACT/FINANCING

The Department will fund the Contract with available revenues from various Recorder Special Revenue Funds. There will be no impact to the Net County Cost.

The Contract Sum to perform work required under this Contract is \$10,000,000. With your Board's delegated authority, the Contract allows the Department Head, or designee, to execute amendments increasing the contract sum up to 10%, or \$1,000,000. If the option to increase the Contract Sum is exercised, the maximum contract amount for this Contract will not exceed \$11,000,000 and is the maximum payable to Contractor over the term of the Agreement, including option years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Contract with Kofile for the restoration, repair, and scanning of microfilm, records, and index books will be effective for a period of five (5) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months.

The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and CEO requirements including those pertaining to consideration of

qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, the Contractor is required to notify the County when the contract term is within six (6) months from expiration and when seventy-five percent (75%) of the authorized Contract amount has been expended.

All functions of the Department under the terms and conditions of this Contract are conducted under the provisions of the State Constitution as well as State and County Codes.

CONTRACTING PROCESS

The Department's Contracts and Grants Section released a Request for Proposals (RFP) for the restoration, repair, and scanning of microfilm, records, and index books through the County's Open Bids and Solicitations website on April 10, 2023 through seven commodity codes encompassing approximately five hundred potential proposers. The Contracts and Grants Section also emailed solicitation letters to additional vendors believed to specialize in restoration, repair, and scanning of microfilm, records, and index books.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on the Department's Facebook and X social media accounts.

A mandatory virtual proposers conference was held on April 25, 2023 with nine prospective companies in attendance. The Department received submissions from two proposers. The three-phase evaluation process analyzed each proposer's ability to meet the minimum requirements, their business and cost proposals, and their respective finalist presentations, resulting in Kofile's proposal being chosen as the top ranked, highest scored proposal. Kofile was found to be responsive and responsible to meet the County's requirements and was selected for award.

A debrief was held with the other proposer on April 9, 2024. The other proposer subsequently filed a Notice of Intent for Proposed Contractor Selection Review on April 22, 2024. After reviewing the estimated Contract sum, the Department conducted a search for similar County contracts involving Kofile to evaluate pricing and explore opportunities to piggyback on or amend existing agreements. Additionally, updates to the County's terms and conditions, non-material provisions, exhibits, and minor edits to the Statement of Work extended the negotiation timeline. As a result, further review by Operations Management and County Counsel was necessary before the Contract could be submitted to Kofile for review and acceptance. The Department responded to the other protestor's Notice of Intent for Proposed Contractor Selection Review on May 7, 2025, shortly after completing negotiations and acceptance of the final contract.

The Chief Executive Office (CEO) has reviewed and approved this Board letter. The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended Contract as to form. County Counsel has reviewed this Board letter and has approved the attached Contract as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended Contract will allow the Department to repair and restore damaged index books and records, which are a critical component of the Department's mission and serve a

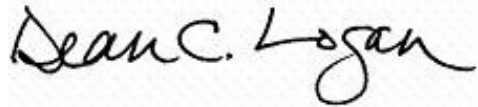
The Honorable Board of Supervisors

6/17/2025

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necessary function for the County's business community and general population.

Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive, flowing style.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:MB:PS

JS:DL:VW

jw

Enclosures

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



CONTRACT #25-002

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KOFILE TECHNOLOGIES, INC.

FOR

**RESTORATION, REPAIR, AND SCANNING OF
MICROFILM, RECORDS, AND INDEX BOOKS**

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
 - H1** Intentionally Omitted
 - H2** Intentionally Omitted
 - H3** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Intentionally Omitted
- L** Debarment Certification
- M** Background Check Attestation Form

**CONTRACT #25-002
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
KOFIL TECHNOLOGIES, INC.
FOR
RESTORATION, REPAIR AND SCANNING OF
MICROFILM, RECORDS AND INDEX BOOKS**

This Contract ("Contract") made and entered into on _____, 20____ by and between the County of Los Angeles, hereinafter referred to as "County" and Kofile Technologies, Inc., hereinafter referred to as "Contractor". Contractor is located at 6300 Cedar Springs Road, Dallas, Texas 75235.

RECITALS

WHEREAS, the County may contract with private businesses for restoration, repair and scanning of microfilm, records and index books services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing restoration, repair and scanning of microfilm, records and index books services; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence, and sufficient staffing to perform under this Contract; and

WHEREAS, the Contractor has submitted a proposal to the County's Registrar-Recorder/County Clerk ("Department") for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books Services ("Services") based upon the Request For Proposal ("RFP") process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the County desires that Contractor provide, and Contractor agrees to provide the Services for the Department in accordance with the terms and conditions set forth in this Contract; and

WHEREAS, the Board has authorized the Department to administer this Contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
	F1 Contractor Acknowledgement and Confidentiality Agreement
	F2 Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
	H1 Intentionally Omitted
	H2 Intentionally Omitted
	H3 Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Intentionally Omitted
Exhibit L	Debarment Certification
Exhibit M	Background Check Attestation Form

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Amendment:** A change to a contract made by adding, modifying, or omitting a certain provision or term. Amended contracts, when properly executed (signed by all parties concerned), retain the legal validity of the original contract.
- 2.1.2 Board of Supervisors or Board or BOS:** The Board of Supervisors of the County acting as governing body.
- 2.1.3 Contract:** The legal binding agreement between County and Contractor as a result of the solicitation process for restoration, repair, and scanning for microfilm, records, and index books services. Included are all

supplemental contracts amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 Contract Term:** The term of the Contract set forth in Section 4.0 thereof.
- 2.1.6 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.7 County:** The County of Los Angeles.
- 2.1.8 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.10 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.12 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.13 Department of Registrar-Recorder/County Clerk or Department:** The County of Los Angeles Department of Registrar-Recorder/County Clerk, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.14 Fiscal Year or FY:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 Option Term:** The term for each time the County exercises its option to extend the term.

- 2.1.16 Registrar-Recorder/County Clerk or RR/CC:** The Department Head of the Department of Registrar-Recorder/County Clerk.
- 2.1.17 Statement of Work or SOW:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, goods, services and other work as set forth in herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will be five (5) years commencing after approval by County's Board of Supervisors and execution by the Registrar-Recorder/County Clerk (RR/CC), whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the RR/CC or designee as authorized by the Board.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this

event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

The maximum amount of this Contract for the five (5) year base term, two additional one-year periods and six (6) month-to-month extensions, upon approval by the Board of Supervisors, is ten million dollars and no cents (\$10,000,000.00).

In addition to the provisions set forth in this Paragraph 5.0 (Contract Sum), the RR/CC or designee may increase the Contract Sum up to a maximum of ten percent (10%), or one million dollars and no cents (\$1,000,000.00).

The pricing under this Contract includes all Contractor fees and all applicable taxes for supplying all tasks, subtasks, deliverables, goods, and services to perform restoration, repair and scanning of microfilm, records and index books in this Contract. Contractor must bill the firm and fixed image, book, certificate, and roll unit prices as stated in Exhibit B (Pricing Schedule) for providing restoration, repair and scanning of microfilm, records and index books services.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately

repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will 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 will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted to the following address:

Department of Registrar-Recorder/County Clerk
Accounts Payable
AccountsPayable@rrcc.lacounty.gov

5.5.5 County Approval of Invoices

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

5.5.6 Preference Program Enterprises - Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's

obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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.

6.4 County's Project Monitor

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

If County provides a County Identification (ID) badge to the Contractor's employee(s), Contractor bears all expense of the badging.

7.4.1 If applicable, Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's County ID badge to the County on the next business day after the staff has been removed from working on the County's Contract.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff

be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3** These terms will also apply to subcontractors of County contractors.
- 7.5.4** Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5** Contractor must sign, attest, and adhere to Exhibit M (Background Check Attestation Form)

7.6 Confidentiality

- 7.6.1** Contractor must 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.
- 7.6.2** Contractor must 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, as reasonably determined by County. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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.

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

Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.
- 8.1.2** The County's Board 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 or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.
- 8.1.3** The RR/CC or designee, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or designee.
- 8.1.4** For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written change order ("Change Notice") may be prepared and executed by the RR/CC or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during

the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within three (3) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1** In the performance of this Contract, Contractor must 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 must 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 reasonably determined by County. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will 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

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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. Additionally, Contractor certifies to the County:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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](#).

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

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

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

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

Contractor must 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/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: GAINSTART@DPSS.LACOUNTY.GOV and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must 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.

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors (<https://sam.gov>) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>).

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 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 will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will 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 will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post

the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the

County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1

(Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will 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 as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 subparagraph, 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 will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will 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 will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

- 8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no

way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contracts and Grants Monitor
contracts@rrcc.lacounty.gov

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a

Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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 (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1

million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Property Coverage**

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Thousand Dollars (\$1,000) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must 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 the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, 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 certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws

and regulations to the end that no person will, 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 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will 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 and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, 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 will be construed as creating any exclusive arrangement with the Contractor. This Contract will 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor

regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must 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

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee will 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, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will 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 the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County will 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”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will 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.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also

maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by the Contractor and will 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 must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will 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.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will 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 policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must 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 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 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 must forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor will 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** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
Attention: Contracts and Grants Monitor
contracts@rrcc.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the 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 will be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will 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, the Contractor must:

- 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 would 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 the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 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. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will 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, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will 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 (Termination for Default) will 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 the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3** Among other items, such improper consideration may take the form of cash, discounts, services, 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 the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will 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

The Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will 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 will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the 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 will not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will 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 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County will 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 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from

participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored images or information from County's books, microfilms, images, data, or paper records, have the sole responsibility to certify that the data, images and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The County's books, microfilms, images, data, or paper records, once converted, may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law

Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.36	Public Records Act
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Intentionally Omitted
Paragraph 9.3	Intentionally Omitted
Paragraph 10.0	Survival

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.

COUNTY OF LOS ANGELES

KOFILE TECHNOLOGIES, INC.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

ADAM BAUMGARTEN

Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW) AND ATTACHMENTS

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report
- 2 Performance Requirements Summary (PRS)

1 SCOPE OF WORK

The County of Los Angeles Department of Registrar-Recorder/County Clerk (Department) is responsible for recording and maintaining legal documents pertaining to real property ownership, and birth, death and marriage records for the County of Los Angeles. These public records provide historical data of vital importance to the County and the public at large. The scope of work provides for the restoration, repair and preservation of records and index books and the data enclosed therein. The work involves the removal of harmful materials, mending, paper de-acidification, page encapsulation, book binding and scanning. Herein provided are the specifications, categories, and performance requirements for the services:

The Department currently maintains an archive which includes four categories of materials for Vital and Real Estate Records; certificates, paper, books, and microfilm.

Vital records are currently stored in two categories: books and folders. Most of the older records are housed in folders. Some records are also stored in books. The books are in sewn and bound record binders with canvas hard covers. All records are housed in the Department's headquarters facility basement. The books are stored on roller shelves and the folders containing approximately one hundred (100) corresponding records each are stored on shelves totaling approximately one million eight hundred thousand (1,800,000) certificates. These folders contain original birth, death and marriage records and some records may have amendments attached. The original documents show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information and curls and cockles (wrinkles, puckers, or ripples) from page turning. Many sheets have been repaired with tape and many of the index divider tabs are missing. The original documents are brittle, have been repaired with tape and have attachments with tape and/or staples. These documents need to be restored as specified herein at Section 7.3 and scanned as specified herein at Section 7.4 to make a digitized images that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. Pursuant to this Contract, Contractor will provide restoration and scanning services for such certificates and folders in accordance with the Department's specifications and requirements under law. There are approximately four hundred (400) books of which some have broken or missing metals, worn and torn coverings or exposed boards. These books need to be repaired and restored as specified herein at Section 7.3 as they are required to be maintained in perpetuity. Under this Contract, Contractor will provide refurbishment and restoration services for such books in accordance with the Department's specifications and requirements.

Real property records consist of approximately twenty-eight thousand (28,000) Official Record books which equates to approximately forty million (40,000,000) records (140,000,000 images). The books range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. Some books are photostat and some have handwriting. The original pages are brittle and have been repaired with tape. These books need to be repaired as specified herein at Section 7.3 and scanned as specified herein at Section 7.4 to make a digitized image that can be accessed through our system thereby eliminating the need to cross reference books and papers to attain the full record. There are also approximately 5,200 rolls of microfilm that need to be digitized for total of approximately 10,400,000 images. Pursuant to this Contract, Contractor will provide restoration and scanning services for such record books and microfilm in accordance with the Department's specifications and requirements under law.

All functions of the Department are conducted under the provisions of the State Constitution, State and County Codes. The recording operation in Los Angeles County is large and complex. It serves the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Archived documents are maintained in perpetuity and are on file to provide public notice and are vital to real estate, legal and banking communities, the general economy of the County and the daily life of our constituents. To meet the Department's mission objectives, a comprehensive records restoration and preservation program is of paramount importance.

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

- 2.1 The County reserves the right to add/delete specific tasks related to the restoration, repair and scanning project which does not materially affect the scope of work, term, contract sum, or payment under the Contract.
- 2.2 All changes must be made in accordance with Paragraph 8.1, Amendments and Change Notices, of the Contract.

3 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Director and County Project Manager for review. The plan shall include, but may not be limited to the following:

3.1 Quality Control Plan

- 3.1.1 Monitoring. The Quality Control Plan must include its method for monitoring the number of documents and/or microfilm picked up, the number of documents and/or microfilm prepared for imaging, the number of pages imaged, and the number of documents and/or microfilm returned. All materials are to be returned to the County in the format in which they were received.
- 3.1.1 Data Integrity, Accuracy and Image Clarity. The Quality Control Plan shall describe its methods for maintaining the integrity and accuracy of the data imaged and assuring the clarity of the scanned images. Any and all images that require rescanning in order to improve quality are to be rescanned at no additional cost to the County. The Quality Control Plan shall also describe its method for maintaining the integrity of older, fragile documents in order to avoid any damages or destruction of the documents.
- 3.1.2 Exception Report. The Quality Control Plan shall describe and include a sample of its Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed the Contractor's internal quality control process.
- 3.1.3 Problem Correction Report. The Quality Control Plan shall include a record of all inspections conducted by the Contractor, 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. The report shall be provided to the County upon request.
- 3.1.4 Contact Personnel. The Quality Control Plan shall provide the County with the names of the personnel responsible for resolving corrective actions.

3.2 Security Plan

The Contractor's Security Plan will explain the procedures to be used to prevent loss, theft, or unauthorized access to County data, documents, microfilm, records and other materials provided to the Contractor. The Contractor's Security Plan must also describe how the Contractor will prevent the intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The Security Plan shall also explain what procedures shall be in place should any documents become damaged, lost, and/or stolen.

3.3 Quality Assurance Plan

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

3.4 Periodic Meetings

Contractor is required to attend any scheduled meeting. Meetings may be scheduled monthly, quarterly, or at another interval. Failure to attend will cause an assessment of one thousand dollars (\$1,000).

3.5 Contract Discrepancy Report (Attachment 1 of Exhibit A SOW)

Verbal notification of a Contract discrepancy will be made by the County Project Director and/or County Project Manager to the County Contracts and Grants Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts and Grants Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts and Grants Manager within two (2) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Project Director and County Project Manager within two (2) workdays.

3.6 County Observations

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

Contractor shall cover the costs for up to two County employees to audit their facilities and operations related to the terms of the contract at least twice during the life of this contract.

RESPONSIBILITIES

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

COUNTY

3.7 Personnel

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

- 3.7.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 3.7.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 3.7.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments and Change Notices).

3.8 Furnished Items

County will furnish historical microfilm, index books and records for restoration, repair and scanning.

CONTRACTOR

3.9 Project Manager

- 3.9.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager during all hours, three hundred sixty-five (365) days per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour Pacific Standard Time (PST) per day basis.
- 3.9.2 Project Manager shall act as a central point of contact with the County.
- 3.9.3 Project Manager shall have five (5) years of experience.
- 3.9.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

3.10 Personnel

- 3.10.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 3.10.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

3.11 Uniforms/Identification Badges

- 3.11.1 Contractor employees assigned to County facilities shall wear appropriate clothing at all times. Attire should be no less than business casual.
- 3.11.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

3.12 Materials and Equipment

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

3.13 Training

- 3.13.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 3.13.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration standards.

3.14 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name

where Contractor conducts business. The office shall be staffed Monday through Friday, during the hours of 8:00 A.M. to 5:00 P.M. PST, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

4 HOURS/DAY OF WORK

County will provide a list of County-observed holidays.
(<https://lacounty.gov/government/about-la-county/about/>)

5 WORK SCHEDULES

- 5.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 5.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

6 UNSCHEDULED WORK

- 6.1 The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.
- 6.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work performed exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

- 6.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be

sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

- 6.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

- 6.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

7 SPECIFIC WORK REQUIREMENTS

Contractor shall perform all procedures in accordance with generally accepted standards of conservation and restoration practices and the most current standards set forth in the American National Standards Institute (ANSI), Association for Information and Images Management (AIIM), Association of Records Managers and Administrators (ARMA), National Information Standards Organization (NISO) and Property Records and Property Records Industry Association (PRIA).

7.1 GENERAL REQUIREMENTS

- 7.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of restoring paper files, scanning and creating microfilm as may now be in effect or as any of them may be modified or amended from time-to-time or as may be enacted and effective during the Contract term.
- 7.1.2 Contractor shall provide all personnel, supplies, and equipment required to perform the services specified in this SOW.
- 7.1.3 Contractor shall have sufficient capacity to handle up to fifty (50) books and/or thirty thousand (30,000) certificates at a time. County makes no promises on the minimum number of index books/certificates to be sent at one time or will not be held to a specific maximum amount.

Contractor shall have sufficient capacity to convert and produce minimum of ten million (10,000,000) document images per year.

- 7.1.4 Books, microfilm, and records shall be picked up and returned to:

Department of Registrar-Recorder/County Clerk
12400 Imperial Highway
Room 5001A
Norwalk, California 90650
(562) 462-2081
Attention: Portia Sanders

Images will be sent by vendor via Managed File Transfer (MFT).

- 7.1.5 Contractor shall return the completed repaired index books, and corresponding scanned images within twelve (12) weeks from the pick-up date. Images shall be delivered via MFT within sixteen (16) weeks from the pick- up date.
- 7.1.6 Contractor shall redo and perform any needed updates to any and all completed books, and images that do not meet SOW specifications at no additional cost to the Department.
- 7.1.7 Contractor, shall have the ability to return all materials, when requested, within forty-eight (48) hours at no cost to the County.
- 7.1.7 Contractor shall establish an answering service for all service call/requests from the Department requiring information from index books or records currently in Contractor's possession.
- 7.1.8 Contractor shall return to County Project Manager, all County property in Contractor's possession upon expiration or termination of the Contract.
- 7.1.9 Contractor employee or agent, "agent" as used herein shall mean Contractor's third-party representative, shall review and sign transmittal list acknowledging pick up of any Department materials. Transmittal list will also be signed by Departmental staff. One copy of the transmittal list shall be left with the Department and another copy shall be delivered to Contractor with the materials for restoration, scanning or conversion.

- 7.1.10 Contractor employee or agent shall prepare and sign a transmittal listing of the materials being returned to the Department. The Department will verify and acknowledge receipt of completed materials and sign off.
- 7.1.11 Contractor employee or agent shall **NOT** pick up or deliver records, index books or microfilm without the transmittal list. If Contractor employee or agent cannot obtain signatures for transmittal list, Contractor employee shall call the County Project Manager to resolve the issue.
- 7.1.12 Contractor's Project Manager or alternative shall call the County Project Manager when a delay of any type is anticipated.
- 7.1.13 Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from the Department.
- 7.1.14 Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) to verify page order.
- 7.1.15 Contractor restoration process/treatment of each paper record shall result in a life expectancy of at least three hundred (300) years and comply with ASDI/ISO standards
- 7.1.16 Contractor shall be able to retrieve information from any book, certificate, paper or microfilm in Contractor's possession to service the Department's customers. Upon request, Contractor shall transmit requested information and/or images from documents/books to the Department within twenty-four (24) hours from request.

7.2 SHIPPING AND RECEIVING

- 7.2.1 Contractor shall provide all packing materials, instructions, and mailing labels.
- 7.2.2 Contractor shall track all shipments while in transit to ensure receipt and return of all materials. All shipments shall be tracked and fully insured.

- 7.2.3 Contractor shall provide shipping/courier services. Shipping charges will be billed "at cost" to County with no additional charge for handling.
- 7.2.4 Contractor shall notify the Department when microfilm, records and other materials are received at their facility.
- 7.2.5 Contractor shall provide to County Project Manager shipping and receiving receipt.
- 7.2.6 Contractor shall verify book titles with transmittal list. Stamping sheet for books shall be printed and faxed to the Department for approval.

7.3 **RESTORATION AND REPAIR PROCESS**

Contractor shall have the capability to convert fifty (50) books consisting of approximately one hundred (100) pages or fifty thousand (50,000) records within twelve (12) weeks.

7.3.1 Treatment Report:

Contractor shall document all restoration and repair work for records and index books on the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) in this SOW.

7.3.2 Dismantle Bindings:

Contractor shall completely dismantle the index book. Index book spine and folds of the sections shall not be cut in any way off the backs of the documents. The text block shall be well cleaned and carefully disassembled. Dismantling shall include:

- Removal of all original binding materials and adhesive residues.
- Removal of any staples, paper clips, brads, etc.
- Removal of any pressure sensitive tape and old glue.
- Removal of any sheets that are blank on both sides.
- If necessary, manual separation of folios into single sheets.

7.3.3 Repair/Restore:

- 7.3.3.1 Contractor shall flatten, mend, reinforce and de-acidify original documents (individual pages).

7.3.3.2 Contractor shall mend and guard paper tears using lightweight Japanese tissue matched closely in color and flexibility to the page being repaired. All tear repairs and guarding of folios are to be ethyl cellulose pasted or equivalent. Sufficient press time shall be allowed after mending to ensure paper will not cockle and that text block lies flat with no external pressure.

7.3.3.3 Contractor shall reinforce weak or tattered sheets to maintain mechanical integrity of document.

7.3.3.4 Contractor shall repair or replace index tabs as necessary.

7.3.4 Trim/Flatten:

Contractor shall neatly hand trim sheets as needed to form consistent size and appearance without deleting or distorting original index sheets.

7.3.5 De-acidification:

Contractor shall de-acidify and buff each page/folio by using non-aqueous spray using magnesium oxide (Bookkeeper or equivalent). As needed, Contractor shall wash materials containing non-water-soluble inks.

7.3.6 Preservation:

7.3.6.1 Contractor shall encapsulate pages where necessary utilizing 3 mil polyester envelopes. Polyester envelopes must be Mylar Type D or equivalent. Envelopes must be uniform size with heat seal weld on edges (not ultrasonic weld).

7.3.6.2 Contractor shall place envelopes in Public Record binder utilizing Tenacity TMC or equivalent hard back cover type with piano hinge.

7.3.6.3 Loose leaf volumes shall be in binder as follows:

- Cover material of County's choice (see below Section 10.3.8.1).

- Metals of .035-gauge polished nickel plated cold rolled steel.
- Upright rough post diameter as necessary 5/16 or as original.
- Binders shall be lettered on spine with gold foil and according to stamping information supplied by Contractor and approved by County Project Manager.

7.3.7 Rebinding:

- 7.3.7.1 As needed, Contractor shall provide suitable permanent binders that would preserve the quality of the index books. Contractor shall provide County Project Manager a minimum of three (3) samples covers to choose from and County Project Manager shall select and approve cover prior to Contractor proceeding with any work.
- 7.3.7.2 Binding style can be “case construction” with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewing end papers.
- 7.3.7.3 Sewing shall be done by hand, with sewing thread thickness evaluated and selected for each volume. Sewing thread shall be unbleached linen stock or equivalent. Tapes shall be linen or cotton.
- 7.3.7.4 Backing material shall be linen of fifty to seventy-five (50-75) threads per square inch weight.
- 7.3.7.5 End sheets shall be durable alkaline machine-made paper such as 80-pound text Mohawk Super Fine ivory or one hundred (100) pound text weight Mohawk Super Fine Soft White or equivalent.
- 7.3.7.6 Hinge shall be of Library Buckram or equivalent and must open with no strain on text block.
- 7.3.7.7 Boards shall be of high-quality acid-free binder board and must be of sufficient thickness to preclude sagging or warping due to moisture or use.
- 7.3.7.8 Cover material shall be hard-finish Hewitt vegetable tanned goat skin or equivalent.

7.3.7.9 Tooling shall be performed with twenty-three (23)-karat gold foil.

7.3.8 Book Title Stamping:

7.3.8.1 Title of book shall follow the same format/style or the original, if applicable. If any discrepancy is found,

Contractor shall notify the Department's Project Manager immediately. Any changes shall be reported and approved by the Department before any changes are made.

7.3.8.2 Title of book, if new, shall be the type of documents and the information included (date range, alpha range, etc.) The title shall be reported and approved by the Department before stamping.

7.3.8.3 Contractor shall label books and documents using permanent hot stamping to ensure long term easy access. (No written or typed labels).

7.3.9 Treatment Report Preparation:

Contractor shall prepare the Treatment Report as specified in Paragraph 7.8 (Reporting Requirements) for Departmental review and inspection.

7.4 **MICROFILM HARDCOPY SCANNING PROCESSES**

7.4.2 **MICROFILM/HARDCOPY/BOOK SCANNING WORK REQUIREMENTS**

7.4.2.1 The conversion of hardcopy, microfilm or books to scanned image service requirements are as follows:

7.4.2.1.1 Digital reproduction of records will include:

7.4.2.1.1.1 Capturing the front side of each document/certificate/amendment in grayscale. Baseline image enhancement and QC to assure that the raw images are artifact free.

- 7.4.2.1.1.2 Re-scanning and auto image enhancement based on the characteristics of the source document set.
- 7.4.2.1.1.3 Conversion of grayscale/color images to bitonal TIFF 6.0 using industry standard ITU G4 lossless compression.
- 7.4.2.1.1.4 Images shall conform to three hundred (300) DPI.
- 7.4.2.1.2 QC of each auto-enhanced image.
- 7.4.2.1.3 All photostat documents or negative images shall be converted to positive images.
- 7.4.2.1.4 Manual zonal enhancement wherever and whenever needed to meet the County's quality standard.
- 7.4.2.1.5 Manual crop pages for optimal image quality.
- 7.4.2.1.6 If there is more than one document on page, vendor shall separate each into a separate image/file, however if a single document is more than one page make it a multipage tiff.
- 7.4.2.1.7 Vendor should have the ability to scan one hundred (100) foot rolls of microfilm and/or one thousand (1000) foot platters of microfilm.
- 7.4.2.1.8 Contractor shall have the ability to convert a minimum of fifty thousand (50,000) images within fourteen (14) weeks.
- 7.4.2.1.9 Name/index each certificate with the document number certificate number, Book/Page # or LRN an image name.
- 7.4.2.1.10 Each vital record image should be named with the certificate number.

7.4.2.1.11 Real property documents should be named by book and page utilizing the letter of the type of book (which will be provided by the county) plus four digits for the book number and four digits for the page number. If more than one document is on the page each subsequent document shall be given an alpha to separate it from the other documents.

7.5 MICROFILM REPAIR AND DUPLICATION

At any time during this contract if the County's microfilm needs to be repaired or duplicated to achieve the best possible image the vendor will conduct those services.

7.5.2 SPECIFICATIONS FOR MICROFILM

7.5.2.1 Film Microfilm

- Sixteen (16) millimeter film
- two-hundred fifteen (215) foot roll.

7.5.2.2 Film Stock

- 2.5 Silver base.
- Polyester Type negative

7.5.2.3 Film Density

- Negative.
- $(0.90 - D.M.) - (1.20 + D.M.)$.

7.5.2.4 Film Life Expectancy (archival quality)

- LE-500 rating.
- Residual thiosulfate.
- Prices to include browntoning and testing.

7.5.2.5 Reduction Ratio

- 25.1.

7.5.2.6 Images

- Comic mode (Across Film).
- Approx. four thousand (4,000) images per two-hundred fifteen (215) foot roll.

7.5.2.7 Image Quality

- Resolution.
- Image sharpness.
- Clarity of characters.
- Image complete, no portion of image omitted.

7.5.2.8 Image Mark

- Apply medium blip (1st Page) of each document.

7.5.2.9 Border

- None

7.5.2.10 Film Identification

- Identify the following on each roll of microfilm:
 - 1ST Page - Start
 - 2ND Page - Registrar- Recorder
 - County Clerk
 - Official Records
 - Vital Records (event, year and certificate number range)
 - Last Page – End

7.5.2.11 Film Packaging

- Contractor shall deliver completed microfilm in container that ensures the preservation of the quality of the product and complies with the standards set forth by ANSI and AIIM.
- All microfilm roll containers shall contain the following information:
 - Registrar-Recorder/County Clerk.
 - Type of Records/Year.
 - Identify the first and last document number on the roll of film.
 - Roll Number.
 - Creation Date.
 - Name and address of entity producing the roll of film.
 - Microfilm rolls that do not contain the required information on the label shall be returned to the Contractor for re-labeling.
 - When duplicates are provided, Contractor shall identify on the delivery package and billing sheet that the film is a duplicate copy.

7.6 SECURITY

- 7.6.2 Contractor shall be responsible for safeguarding any and all County property in transit to and from Contractor and while in Contractor's possession.
- 7.6.3 Contractor shall provide and pay the cost of insurance on all shipments to and from County.
- 7.6.4 Contractor shall develop Security and Control Procedures and shall submit them for Departmental review and approval within ten (10) days of Contract start date. Contractor's procedure shall identify methods used by Contractor to ensure that County property is safeguarded during transit and while in Contractor's possession. Contractor shall notify County Project Manager of any changes to the Security and Control Procedures and submit them for Departmental review and approval within ten (10) days of making changes
- 7.6.5 Contractor shall provide to County Project Manager Security and Control Procedures within ten (10) days of Contract start date.

7.7 CONFIDENTIAL PROTOCOLS

- 7.7.2 Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this SOW and elsewhere in the Contract and the following protocols to ensure all information contained in the index books and certificates are kept secure and confidential. County shall seek any remedies provided in this SOW and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.
- 7.7.3 Contractor, its employees or agents are prohibited from copying, recreating or duplicating any part of County records in its possession without the express written authorization from County.
- 7.7.4 Contractor shall not provide a third party with any information from Department materials including index books, certificates, images, paper without the express written authorization from County.

- 7.7.5 Contractor shall have each employee working on the Department materials sign the Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit F2) of Sample Contract (Appendix A) prior to working on Departmental materials, including index books, certificates, images, paper, etc.

7.8 REPORTING REQUIREMENTS

7.8.1 TREATMENT REPORT

All restoration and repair work for each record and index book will be documented on the Treatment Report sheet. The information recorded on the Treatment Report includes but is not limited to:

- Condition of the book upon receipt
- Number of pages, proper pagination, and blank pages
- Presence of pressure sensitive material
- Presence of previous repairs
- Presence of staples, paper clips, brads, etc.
- Presence of acidic glues
- Identity of certificates/records (manuscript, Photostat, originally typed, etc.)
- Notation of original lettering on spine and covers
- Loose pages or attachments
- Special characteristics
- Any other information pertinent to the identification of the index book or record.

7.8.2 QUARTERLY REPORTS

Contractor shall prepare quarterly reports that indicate the services rendered for the Department. This report shall be forwarded to the County's Project Manager by the tenth (10th) working day of the following month for which the service was rendered. The report shall include but is not limited to:

- 7.8.2.1 Total numbers of materials separated by function i.e. books, certificates, images, and repairs processed and completed for each quarter. Quarter months are as follows:
- July, August, September
 - October, November, December

- January, February, March
- April, May, June
- 7.8.2.2 Provide a breakdown on the level of deterioration of records and books restored/repaired.
- 7.8.2.3 Total number of images scanned.
- 7.8.2.4 Provide the total cost for the quarter.

8 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement and during the contract term.

9 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Attachment 2 of Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services used in the PRS 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 this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: **Prepared** _____
 Returned by Contractor: _____
 Action Completed: _____

Discrepancy Problems:

Signature of County Representative

Date

Contractor Response
(Cause and
Corrective Action):

Signature of Contractor Representative

Date

County Evaluation of Contractor Response:

County Actions:

Contractor Notified of Action:

County Representative's
Signature and Date:

Contractor Representative's
Signature and Date:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED OR ACTION TAKEN
Contract: Paragraph 4 (Term of Contract), Sub-Paragraph 4.3.	The Contractor must notify the Registrar Recorder/ County Clerk when this Contract is within six (6) months of the expiration of the term.	Occurrence.	\$100 upon occurrence when Contract is within six (6) months of the expiration of the term.
Contract: Paragraph 5 (Contract Sum), Sub-Paragraph 5.3 (Notification of 75% of Total Contract Sum).	The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract.	Occurrence and/or Inspection of files.	\$500 upon occurrence.
Contract: Paragraph 5 (Contract Sum), Sub-Paragraph 5.5 (Invoices and Payments).	The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the applicable tasks, deliverables, goods, services, individuals, work hours, and facility and/or other work for which payment is claimed.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 7 - Administration of Contract- Contractor, Sub-Paragraph 7.2.1.	The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 7.2.1 - Administration of Contract- Contractor.	Contractor must notify the County in writing of any changes to information on Exhibit E (Contractor's Administration).	Inspection and Observation.	\$500 per occurrence.

Contract: Paragraph 7.4.2 - Administration of Contract- Contractor.	Contractor must notify the County within one business day when staff is terminated from working under this Contract. If applicable, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 8.2, Sub-Paragraph 8.2.2 - Assignment and Delegation/ Mergers or Acquisitions.	The contractor must notify the County of any pending acquisitions/ mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/ mergers, then it should notify the County of the actual acquisitions/ mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 8.2, Sub-Paragraph 8.2.2 - Assignment and Delegation/ Mergers or Acquisitions.	The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 8.5, Sub-Paragraph 8.5.1.1 – Complaints.	Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 8.5.1.3 - Administration of Contract- Contractor	If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within three (3)	Observation	\$100 per day after three (3) days.

	business days for County approval.		
Contract: Paragraph 8.5.1.4 - Administration of Contract- Contractor	If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.	Occurrence.	\$500 per occurrence.
Contract: Paragraph 8.24.2.1 - Administration of Contract- Contractor	Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.	Occurrence.	\$100 per day after deadline (via County notification) for submission of Certificate.
Contract: Paragraph 8.24.2.2 - Administration of Contract- Contractor	Renewal Insurance Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.	Occurrence.	\$100 per day after ten (10) days prior to contractor's policy expiration date.
Contract: Paragraph 8.24.4 - Administration of Contract- Contractor	Contractor must provide County with, or contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in	Occurrence.	\$100 per day after ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change or suspension or termination of Contract in sole discretion of the County.

	advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.		
Contract: Paragraph 8.37 - Administration of Contract-Contractor	During the term of this Contract, the contractor will not, and will 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.	Observation, Occurrence, and/or Inspection of Files.	\$500 per day.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$500 per occurrence.
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence; possible termination for default of contract.
Contract: Paragraph 9.4 – Data Destruction	The County's books, microfilms, images, data, or paper records may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days of expiration or termination of the Contract, a signed document from Contractor(s) and Contractor(s) that certifies and	Inspection and Observation.	\$250 per day after ten (10) business days of expiration; possible termination for default of the Contract.

	<p>validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.</p> <p>Contractor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.</p>		
SOW: Sub-paragraph 3.4 - Periodic Meetings	Contractor is required to attend a scheduled periodic meeting.	Occurrence	\$100 per occurrence
SOW: Sub-paragraph 3.5 - Contract Discrepancy Report	The County Contracts and Grants Manager will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence.	Occurrence	\$1,000 per occurrence.

SOW: Sub-paragraph 7.1.3 (General Requirements)	Contractor shall have sufficient capacity to handle up to fifty (50) index books and/or 30,000 certificates at a time.	Observation and Inspection	\$1,000 per day.
SOW: Sub-paragraph 7.1.3 (General Requirements)	Contractor shall have capacity to handle or produce minimum of ten million (10,000,000) document images per year.	Observation and Inspection	\$1,000 per occurrence
SOW: Sub-paragraph 7.1.5 (General Requirements)	Contractor shall return the completed refurbished index books and corresponding scanned images within twelve (12) weeks from the pick-up date.	Observation and Inspection	\$1,000 per day.
SOW: Sub-paragraph 7.1.13 (General Requirements)	Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from the Department.	Observation and Inspection	\$1,000 per occurrence.
SOW: Sub-paragraph 7.1.14 (General Requirements)	Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified to verify page order.	Observation and Inspection	\$1,000 per occurrence.
SOW: Sub-paragraph 7.1.16 (General Requirements)	Contractor shall retrieve information from any book, certificate, paper or microfilm in Contractor's possession to service the Department's customers. Upon request, Contractor shall transmit requested information and/or images from documents/ books to the Department within twenty-four (24) hours from request.	Observation and Inspection	\$100 per occurrence

PRICING SCHEDULE

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

Service	Price
Scanning	
Image from Microfilm	\$ 0.050 / Image
Image from books	\$ 0.540 / Image
Image from paper/certificate	\$ 0.495 / Image
Additional Price Point: Image from Large Format	\$ 1.56 / Image
Restoration	
10 x 10 book	\$ 5.75 / Page
15 x 17 book	\$ 6.95 / Page
18 x 14 book	\$ 6.95 / Page
Certificates	\$ 3.95 / Page
Microfilm	
100 ft roll repair	\$ 7.95 / Roll
1000 ft roll repair	\$ 64.50 / Roll
100 ft roll copy	\$ 75.00 / Roll
1000 ft roll copy	\$ 340.00 / Roll

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT:

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:

Title

Address:

Telephone:

E-Mail Address:

COUNTY'S ADMINISTRATION

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Title

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:

Address:

E-Mail Address:

INVOICE QUESTIONS

For questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACT:

CONTRACT NO:

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Title:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Title:

Address:

Telephone:

E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:

Title:

Address:

Telephone:

E-Mail Address:

Name:

Title:

Address:

Telephone:

E-Mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Contactor will complete F1 (Contractor Acknowledgement and Confidentiality Agreement).

Contactor Employee will complete F2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

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BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

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DEBARMENT CERTIFICATION

I, _____, on behalf of Kofile Technology Inc. ("Contractor"), certify that on County Contract #25-002 for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books,

By checking the boxes, the contractor is certifying that it is not on the following lists below:

- ☐ Federal Suspended and Debarred Vendors List
<https://www.sam.gov>
Contractor certifies that they are not suspended, excluded or debarred.
- ☐ State of California Debarred Vendors List
<https://www.dir.ca.gov/dlse/debar.html>
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

Contractor Personnel includes subcontractors (If applicable).

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Company/Contractor Name: _____

*Confidential***Background Check Attestation Form**

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Contract #25-002 for Restoration, Repair, and Scanning of Microfilm, Records, and Index Books will have completed a background check as required under Paragraph 7.5 Background and Security Investigations of the Contract.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and must provide such records to the Los Angeles County ("County") for audit purposes, as requested by the County.
- Staff who have a history that would render them unsuitable for the position or work duties required (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties), as determined by the County in its sole discretion, may not perform services under this Master Agreement.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to County information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- Contractor must monitor all Staff during the duration of the Contract, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain services, additional background investigation(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	