



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE  
OPERATIONS CLUSTER**

WILLIAM T FUJIOKA  
Chief Executive Officer

**DATE:** August 1, 2013  
**TIME:** 1:00 p.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Room 830

**AGENDA**

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.  
Three (3) minutes are allowed for each item.

1. Call to order – Gevork Simdjian
  - A) **Discussion of car-for-hire (peer-to-peer ride sharing)**  
TTC/ACWM – Mark Saladino and Kurt Floren or designee(s)
  - B) **Board Letter – Real Estate Fraud Prevention (SB62)**  
DCA\_RR/CC – Brian Stiger and Dean Logan or designee(s)
  - C) **Board Letter – REQUEST TO APPROVE CONTRACT WITH PROMPT DELIVERY INC. dba SOUTHERN CALIFORNIA MESSENGERS FOR DAILY COURT FILING AND RELATED SERVICES**  
County Counsel – John Krattli or designee
  - D) **Board Letter – IT SUPPORT SERVICES MASTER AGREEMENT**  
ISD – Tom Tindall or designee
  - E) **Board Letter – ENERGY SUPPORT SERVICES MASTER AGREEMENT**  
ISD – Tom Tindall or designee
  - F) **Board Letter – AMENDMENT 4 TO MSA 75869 WITH IBM CORP. FOR PROFESSIONAL CONSULTING AND SUPPORT SERVICES**  
CIO – Richard Sanchez or designee
  - G) **Upcoming IT Items**  
CIO – Richard Sanchez or designee
2. Public Comment
3. Adjournment



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

July 16 or 30 2013

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

Dear Supervisors:

**AUTHORIZE ADDITIONAL NOTICES RELATING TO NOTICES OF DEFAULT OR SALE; INCREASE FRAUD NOTIFICATION FEE PURSUANT TO SENATE BILL 62; AMEND THE REAL ESTATE FRAUD NOTIFICATION SERVICES AGREEMENT; AND AUTHORIZE THE REGISTRAR-RECORDER/COUNTY CLERK TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF CONSUMER AFFAIRS  
(All Supervisorial Districts) (3 Votes)**

**SUBJECT:**

The Registrar-Recorder/County Clerk (RR/CC), in accordance with Senate Bill 62 is requesting your Board adopt a resolution authorizing the RR/CC to provide fraud notice to parties subject to a notice of default or sale in addition to those executing deeds, quitclaim deeds, and deeds of trust under the current program. The RR/CC also requests that your Board increase the fraud notification fee which relates to the Fraud Notification Program. RR/CC proposes the current fee of four dollars (\$4.00) be increased by \$3.00 (not to exceed \$7.00) for the recording of deeds, quitclaim deeds, or deeds of trust and a new fee of \$7.00 for the recording of notices of default or sale. The \$3.00 increase will cover administrative fees incurred by the RR/CC and the actual cost to provide information, counseling, or assistance to recipients of the notices. The new fee of \$7.00 will cover the cost of mailing notifications of the notices of default and notices of sale, administrative costs, as well as the actual cost to provide information, counseling, or assistance to recipients.

**JOINT RECOMMENDATION WITH DEPARTMENT OF CONSUMER AFFAIRS THAT YOUR BOARD:**

1. Adopt a resolution authorizing additional notices be mailed to a party or parties subject to a notice of default or notice of sale within a specific timeframe.

2. Approve for introduction the accompanying ordinance amending Title 2— Administration of the Los Angeles County Code to add Section 2.32.091 which revises the fraud notification fee.
3. Instruct the Executive Officer of the Board of Supervisors to publish a notice and set for public hearing, pursuant to Government Code sections 66018 and 6062a, the consideration of a fraud notification fee increase.

**AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT YOUR BOARD:**

4. Adopt the ordinance (Attachment I) implementing a \$3.00 increase for the recording of deeds, quitclaim deeds, or deeds of trust (not to exceed \$7.00) and a new fee of \$7.00 for the recording of notices of default or sale.. The \$3.00 increase will cover administrative fees incurred by the RR/CC and the actual cost to provide information, counseling, or assistance to recipients of the notices. The new fee of \$7.00 will cover the cost of mailing notifications of the notices of default and notices of sale, administrative costs, as well as the actual cost to provide information, counseling, or assistance to recipients
5. Delegate authority to the RR/CC or designee to execute attached Amendment #6 (Attachment II) to Agreement # 76358 with Corelogic Information Solutions, Inc. (Corelogic) for Real Estate Fraud Notification Services to include mail notifications for recorded notices of default and notices of sale documents to the existing agreement in accordance with the enactment of Senate Bill 62.
6. Delegate authority to the RR/CC to enter into a Memorandum of Understanding with the Department of Consumer Affairs (DCA) in exchange for a portion of the fee (\$2.91) to provide information, counseling, or assistance to persons who receive mail notifications of recorded deed, quitclaim deed, deed of trust, notice of default, and notice of sale documents pursuant to Government Code sections 27297.6 and 27387.1.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Real estate and foreclosure fraud continues to be a major problem in Los Angeles County. With the economic downturn in 2008, the County experienced a dramatic rise in foreclosures. Notices of default topped 44,000 in 2012 and combined notices of default and notices of sale are projected to remain above 40,000 in 2013.

The dramatic rise in foreclosures saw the number of complaints to the DCA rise significantly. Complaints against fraudulent foreclosure consultants alone rose from only 44 in 2007 to more than 565 in 2009. Each year, the DCA receives more than 10,000 calls from homeowners on the existing Fraud Notification Program and conducts more than 500 case investigations.

Expansion of the Fraud Notification Program is critically needed. The cost of foreclosures, fueled by foreclosure fraud, to families, the County and lenders is significant. Many of the victims to foreclosure fraud are those most vulnerable including the elderly, the poor, and those less educated. Desperate to save their homes, they fall prey to real estate scammers who promise to save their home. Complaints received by DCA document that homeowners pay from \$5,000 to as much as \$25,000 or more to real estate scammers who promise to get funding or refinancing, but fail to do so. Many are defrauded more than once.

The purpose of the recommended action is to increase the fraud notification fee, in accordance with Government Code sections 27297.6 and 27387.1. The RR/CC proposes that the current fee of four dollars (\$4.00) be increased by \$3.00 for the recording of deeds, quitclaim deeds, or deeds of trust, and a new fee of \$7.00 be collected for the recording of notices of default or sale. The \$3.00 increase will cover administrative fees incurred by the RR/CC and the actual cost to provide information, counseling, or assistance to recipients of the notices. The new fee of \$7.00 will cover the reasonable cost of mailing notifications of the notices of default and notices of sale, administrative costs, as well as the actual cost to provide information, counseling, or assistance to recipients.

Senate Bill 62 which amended Government Code sections 27297.6 and 27387.1, until January 1, 2015, modifies the existing Fraud Notification Program to include recorded notices of default and notices of sale, and allows notices to be sent by mail to a party or parties subject to a notice of default or notice of sale, including the occupants of that property, within 5 days but in any event no more than 20 days, of recordation. The law regarding mailing notices of recorded deeds, quitclaim deeds, or deeds of trust within 30 days of their recordation to parties executing such documents remains unchanged. The authorized service to the recipients of these notices is also only effective until January 1, 2015, at which time it is repealed and the original law providing notice to parties executing deeds, quitclaim deeds, and deeds of trust becomes operative.. The County will continue to be authorized to contract for this service pursuant to Government Code section 27297.6(d).

The proposed fee reflects the cost for mailing notifications, administrative costs, and assistance and counseling services. Cost studies to determine the reasonable cost of the program and the related fee consisted of research, interviews and work observations of technical and support staff performing their duties to provide these services. The studies included applicable costs such as salaries, employee benefits, supplies, equipment and overhead. The proposed revisions of fees have been reviewed and approved by the Department of Auditor-Controller.

#### Implementation of Strategic Plan Goals:

This request supports the County strategic Plan as follows:

**Goal No. 1: Service Excellence:** Provide the public with easy access to quality information and services that are both beneficial and responsive. The Agreement will provide uninterrupted Real Estate Fraud Notification Services to Los Angeles County Real Property owners.

**Goal No. 3: Organizational Effectiveness:** Ensure that service delivery systems are efficient, effective, and goal-oriented. The Agreement will provide Real Property owners with an early notice of recordation of documents affecting their real property..

**FISCAL IMPACT/FINANCING:**

Approval of this recommendation will increase the current fee of four dollars (\$4.00) by \$3.00 (not to exceed \$7.00) for the recording of deeds, quitclaim deeds, or deeds of trust, and will create a new fee of \$7.00 to be collected for the recording of notices of default or sale. The \$3.00 increase will cover administrative fees incurred by the RR/CC and the actual cost to provide information, counseling, or assistance to recipients of the notices. The new fee of \$7.00 will cover the reasonable cost of mailing notifications of the notices of default and notices of sale, administrative costs, as well as the actual cost to provide information, counseling, or assistance to recipients. The fee will be distributed as follows: the contractor will continue to receive its unit price of \$3.39 for mailing notifications, the RR/CC will collect its authorized 10% administrative costs of \$0.70, and the remaining balance of \$2.91 will be allocated to the DCA to cover the cost of providing information, counseling, and assistance to owners or occupants who receive these notifications. There is no impact on the County General Fund or fiscal impact to RR/CC's budget.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Upon adoption of an authorizing resolution by your Board, RR/CC will be able to mail notices to parties subject to notices of default and sale, in addition to the existing notifications which are mailed for related real estate documents. Once the resolution is adopted, pursuant to Government Code section 27297.6(e) the County, shall, on or before January 1, 2014, submit a report to the Senate Committee on Judiciary and the Assembly Committee on Local Government which included the following information: (1) a copy of each type of notice mailed ; (2) the number of filed notices of default and notices of sale for which a fee is collected; (3) the amount of fees collected for the filing of notices of default and notices of sale; and (4) the amount of fees spent to provide housing information, counseling, and assistance.

Government Code section 27387.1 authorizes RR/CC to collect a fee not to exceed \$7.00 for recorded deeds, quitclaim deeds, deeds of trust, notices of default or notices of sale to cover mailing costs, administrative costs, and the actual cost of providing information, counseling, and assistance. .

Government Code Section 66018 requires a local agency to hold a public hearing at which oral or written presentations can be made. The Executive Office of the Board of Supervisors, in accordance with Government Code Section 6062a, will publish an official notice of the time and place of said meeting, including a general explanation of the fees to be revised. After the public hearing, RR/CC requests that your Board approve the attached ordinance in order to implement the proposed fee increase.

The fee study has been reviewed and approved by the Auditor-Controller's office while County Counsel has prepared the attached ordinance regarding the proposed fee increase and amendment.

Government Code section 27297.6 continues to allow the County to contract for mail notification services for these documents. Your Board's approval of the attached Amendment will allow RR/CC to expand the current Real Estate Fraud Notification Services by adding notices of default and sale

On May 24, 2007, a Request for Proposals (RFP) was issued to competitively bid for the Real Estate Fraud Notification Services. On October 2, 2007, your Board approved the Agreement with Corelogic, the current contractor, for the mailing of notifications. The initial term of the Agreement was effective October 25, 2007 through October 24, 2013 (the term includes the contract extension/cost reduction initiative) with three (3) optional one-year extensions. The Agreement is, currently, in the first-option year which will expire October 24, 2013.. The Agreement's final term will expire October 2015.

RR/CC is in compliance with all Board, Chief Executive Officer, and County Counsel requirements. The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

For purposes of providing information, assistance and counseling, RR/CC requests authority to enter into a Memorandum of Understanding with DCA. In exchange for providing these services, DCA will receive a portion of the fee in the amount of \$2.91, as specified under the section Fiscal Impact/Financing above.

**Fraud Notification Program:**

On December 10, 1991, on motion of Supervisor Antonovich, your Board instructed RR/CC to develop legislation to provide notices to homeowners when a document affecting ownership of their property was recorded. This legislation was needed to address the recording of fraudulent and forged deeds and to detect, deter and prevent real estate fraud.

Subsequently, in 1992 Senate Bill 1842 (Watson) was enacted, which authorized the RR/CC to charge a fee on certain documents to fund the Fraud Notification Program in order to notify parties when an instrument affecting their real property interest had been recorded.. The law became effective January 1, 1993, as a pilot program with a sunset clause of 1995. The pilot was an overwhelming success. More than 757,000 notifications including a survey postcard were mailed to property owners. More than 130,000 of the postcard surveys were returned. Over 96 percent of the respondents expressed support for the program. In 1996, Senate Bill 1631 (Watson) proposed the re-implementation of the Fraud Notification Program. Through its enactment, the program was effective with an indefinite term and continued to authorize the collection of a fee not to exceed seven dollars (\$7.00).

On January 13, 2009, Supervisor Mark Ridley-Thomas introduced a motion to address real estate fraud and foreclosures and directed the Chief Executive Office (CEO) to report back to the Board.

On March 17, 2009, the CEO filed a report with your Board entitled: *Report and Recommendations to Address Foreclosures and Real Estate Fraud*. One recommendation called for legislation to expand the existing Fraud Notification Program to include notices of default and notices of sale and to provide assistance to property owners subject to these documents.

Senate Bill 62 (Liu) enacted in August 2011, amended Government Code section 27297.6 to expand the existing Fraud Notification Program to include mailing notices for recorded notices of default and notices of sale within the specific timeframes. The existing statutory language which allowed a fee not to exceed seven dollars (\$7.00) was carried over into the amended code section on the recording of these additional documents to cover the cost of mailing notices to property owners, administrative costs, as well as providing information, counseling or assistance to persons receiving these notices. As of January 1, 2015, this amended section will sunset and mailed notifications for recorded notices of default and sale as well as related services will no longer be statutorily authorized.

As a result, RR/CC is partnering with the DCA to enhance the Fraud Notification Program. DCA will serve as the agency that will provide the services that are publicized in the notification materials mailed to the parties statutorily identified. The notification material will direct the recipient to call DCA at a toll-free telephone number to address issues relating to real estate fraud . DCA will provide information, counseling, or assistance to persons who receive a notice. DCA works closely with the District Attorney, police and other prosecuting agencies to coordinate activities and to refer cases of real estate fraud for prosecution.

### **PROPOSITION 26**

Proposition 26 defines "tax" as a "levy, charge, or exaction of any kind" paid by taxpayers subject to seven exceptions. Local governments must show that a charge is reasonable and falls under a permissible exception. Such exceptions include, but are not limited to, charges for a specific benefit or privilege, a government service or product, or a regulatory charge. .

### **IMPACT ON CURRENT SERVICES:**

The proposed fee increase will not impact current services provided by the RR/CC and DCA. The collected fee of seven (\$7.00) dollars will cover the reasonable cost of mailing the notification to property owners, administrative costs, and DCA's services of providing information, counseling, or assistance to recipients of the mailed notices for recorded deeds, quitclaim deeds, deeds of trust, notices of default, and notices of sale.

Approval of the recommended Amendment will allow the RR/CC to add the Real Estate Fraud Notification Services to include the statutorily specified recorded foreclosure documents and allow DCA Department of Consumer Affairs to continue to serve as the central point of contact as it has since your Board reestablished the Fraud Notification Program in 1997. Recipients of these notifications are able to call DCA for additional information, assistance, or counseling, if they believe they are the victims of fraud or foreclosure scams..

In December 1996, your Board ordered the DCA to create and operate a real estate fraud early warning program and designated DCA as the central reporting agency for real estate fraud. DCA established and publicized a toll-free telephone number to report real estate fraud, printed and distributed brochures, accepted and investigated homeowner complaints, made appropriate referrals to police and prosecuting agencies, participated in a real estate fraud task force, and developed partnerships with government, industry and community legal services agencies to protect residents from real estate fraud schemes. DCA continues to function in this capacity. Approval of the recommended Amendment will also allow DCA to continue to provide information through their real estate fraud early warning program by incorporating the toll free number on the notifications for the Fraud Notification Program.

Since your Board reestablished the Fraud Notification Program in 1997, DCA has served as the contact for property owners who receive a notification upon recording of a deed, quitclaim deed, or deed of trust. The materials mailed to homeowners instruct them to call DCA to address issues relating to real estate fraud. The notification helps homeowners identify forgery, fraud, changes after signing, transfer of title without homeowner consent, incorrect legal descriptions and refinancing schemes. DCA develops the text of letters and notifications to homeowners and other materials used in the Fraud Notification Program. They operate a special telephone number for homeowners to call, provide recorded information during non-business hours, provide counseling and mediation services to property owners concerning recorded documents, conduct investigations of real estate fraud and make appropriate referrals to law enforcement and prosecuting agencies.

The Fraud Notification Program continues to be a success with homeowners. More than 96 percent of homeowners responding to the postcard survey approve of the Fraud Notification Program. DCA currently handles more than 10,000 calls annually from homeowners on the existing Fraud Notification Program and conducts more than 500 case investigations. Expansion of notification to provide notice to homeowners on notices of default and sale will significantly increase the workload since DCA will be reaching those in the greatest need, families in foreclosure.

Real estate fraud complaints are complex and time consuming. Real estate cases are document intensive and often require extensive research and analysis. A single victim often leads to dozens more which makes the case larger and more complicated. As the market evolves so will the perpetrators who constantly adapt to changing times and configure new scams to defraud homeowners.

**CONCLUSION**

Upon approval by your Board, the Executive Officer is requested to return one (1) adopted copy of this letter to:

Department of Registrar-Recorder/County Clerk  
Finance and Management Division  
12400 Imperial Highway, Room 7211, Norwalk, CA 90650  
Attention: Francisco E. Perez, Contract Section

And

Department of Consumer Affairs  
500 W. Temple Street, Room B-96, Los Angeles, CA 90012  
Attention: Wendy Myring

Respectfully submitted,

Respectfully submitted,

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DEAN C. LOGAN  
Registrar-Recorder/County Clerk

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BRIAN J. STIGER  
Department of Consumer Affairs

DCL:FP:PT:co

Attachments

c: Chief Executive Office  
County Counsel  
Executive Officer, Board of Supervisor  
Department of Consumer Affairs  
Auditor-Controller



COUNTY OF LOS ANGELES  
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET  
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE  
(213) 974-1801  
FACSIMILE  
(213) 626-7446  
TDD  
(213) 633-0901

JOHN F. KRATTLI  
County Counsel

August 20, 2013

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

Dear Supervisors:

**REQUEST TO APPROVE CONTRACT WITH PROMPT DELIVERY INC.  
dba SOUTHERN CALIFORNIA MESSENGERS (SCM)  
FOR DAILY COURT FILING AND RELATED SERVICES  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**SUBJECT**

This action is to award a contract to Prompt Delivery Inc. dba Southern California Messengers (SCM) to provide daily court filing and related services to the Office of the County Counsel.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the award of and instruct the Chairman to sign a three-year contract, with two one-year renewal options and an additional six month-to-month extensions with Prompt Delivery Inc. dba Southern California Messengers (SCM), effective September 1, 2013, for daily court filing and related services. The total contract amount will not exceed \$114,000 annually.
2. Authorize the County Counsel, or his designee, to exercise the renewal options and, if needed, the additional six month-to-month extensions for the contract if, in his opinion, SCM have performed satisfactorily and the services are still required.
3. Authorize the County Counsel, or his designee, to execute amendments for non-material changes and increases to the annual contract amount up to 10% for additional services within the scope of the contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval for the attached contract with SCM will allow the Office of the County Counsel to utilize court filing and related services daily, which is critical to providing legal services to the County of Los Angeles.

The Office of the County Counsel currently contracts for daily court filing and related services under existing Agreement No. 76664 which was approved and adopted by your Board on August 19, 2008. This contract is scheduled to expire on August 31, 2013.

### **Implementation of Strategic Plan Goals**

The recommended action is consistent with the County's *Strategic Plan Goal No. 1 – Operational Effectiveness*, which is to maximize the effectiveness of the Department's processes, structure, and overall operations to support a timely delivery of customer-oriented and efficient public legal services.

### **FISCAL IMPACT/FINANCING**

It is not anticipated that the total annual expenditures for the contract will exceed \$114,000 in any contract year. There is sufficient appropriation in the FY 2013-2014 Budget to cover the costs for the contract and future funding will be included in subsequent fiscal year budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

SCM was determined to be the most responsive and responsible proposer, receiving the highest score in response to a Request for Proposals (RFP). The recommended contract term is three years, with two one-year extension options and, if needed, an additional maximum of six month-to-month extensions that may be exercised at the discretion of the County Counsel. The contract will commence September 1, 2013, or the date of approval by your Board, whichever is later.

The contractor is in compliance with all Board and Chief Executive Office requirements. The contract is exempt from the requirements of Los Angeles County Code Chapter 2.121 because the services are required intermittently on an as-needed basis. As such, the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to the contract. SCM has the resources and personnel to meet the Office of the County Counsel's daily court filing and related services requirements.

The contract has been executed by the contractor and County Counsel has approved the contract as to form.

### **CONTRACTING PROCESS**

On April 12, 2013 , the Office of the County Counsel released an RFP to solicit daily court filing and related services. The RFP was advertised in six local newspapers and on the Los Angeles County WebVen (which is also linked to the County Office of Small Business website). Two proposals were submitted and met the RFP's minimum requirements. An evaluation committee evaluated and scored each proposal based on (1) background and experience; (2) references; (3) approach to providing the required services; (4) quality control plan; (5) acceptance of all agreement terms and conditions; and (6) price for services to be rendered. SCM was found to be the most responsive and responsible proposer, ranking the highest of the evaluated proposals.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of the recommended action will allow SCM to provide daily court filing and related services on an intermittent basis to the Office of the County Counsel. The award will not result in the displacement of any County employees. There will be no impact on other County services or projects.

### **CONCLUSION**

Authorize the Executive Office of the Board to return two adopted copies of this letter and two executed copies of the contract with Prompt Delivery Inc. dba Southern California Messengers (SCM) to the Office of the County Counsel, Administrative Services Bureau – Contracts Unit.

Respectfully submitted,

JOHN F. KRATTLI  
County Counsel

JFK:MCB:st

Attachments (2)

c: Chief Executive Officer  
Executive Officer-Board of Supervisors



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**PROMPT DELIVERY INC. dba  
SOUTHERN CALIFORNIA MESSENGERS (SCM)**

**FOR**

**DAILY COURT FILING**

**AND**

**RELATED SERVICES**

**CONTRACT PROVISIONS  
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**TECHNICAL EXHIBITS**

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- N COURT FILING INSTRUCTIONS SHEET
- O DIRECTORY OF CALIFORNIA COURTS
- P COURT FILING PROCEDURES
- Q CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**

**AND**

**PROMPT DELIVERY INC. dba**  
**SOUTHERN CALIFORNIA MESSENGERS (SCM)**

**FOR**

**DAILY COURT FILING AND RELATED SERVICES**

This Contract (together with all Exhibits hereto, "Contract") made and entered into this 1<sup>ST</sup> day of **September**, 2013 by and between the County of Los Angeles (hereinafter referred to as "County") and **Prompt Delivery Incorporated dba Southern California Messengers** (hereinafter referred to as "Contractor"). **Prompt Delivery Incorporated** is located at **5757 Wilshire Boulevard, Suite 210, Los Angeles, California 90036**.

**RECITALS**

WHEREAS, the County may contract with private businesses for daily court filing and related services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in daily court filing services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract daily court filing and related services; and

WHEREAS, this Contract is authorized under Section 23004 of the California Government Code;

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- 1.1 EXHIBIT A – Statement of Work (SOW)
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Performance Requirements Summary (PRS) Chart
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – County's Administration
- 1.6 EXHIBIT F – Contractor's Administration
- 1.7 EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

### **Technical Exhibits:**

- 1.11 EXHIBIT K – Contract Discrepancy Report
- 1.12 EXHIBIT L – Contract Support Services User Complaint Report (UCR) Form
- 1.13 EXHIBIT M – County Counsel Site Locations
- 1.14 EXHIBIT N – Court Filing Instructions Sheet
- 1.15 EXHIBIT O – Directory of California Courts

- 1.16 EXHIBIT P – Court Filing Procedures
- 1.17 EXHIBIT Q – Certification of Compliance with the County's Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute 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 shall be valid unless prepared pursuant to *Paragraph 8.1 – Amendments* and signed by both parties.

## 2.0 **DEFINITIONS**

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

- 2.1 **Contract:** The meaning set forth in the preamble hereto.
- 2.2 **Contractor:** The meaning set forth in the preamble hereto.
- 2.3 **County:** The meaning set forth in the preamble hereto.
- 2.4 **County Counsel:** The County Counsel or such person's designee.
- 2.5 **Department:** County's Office of the County Counsel.
- 2.6 **County Code:** The Los Angeles County Code, as from time to time in effect.
- 2.7 **Contractor Project Manager:** Person designated on *Exhibit F – Contractor's Administration* to perform the duties described in *Paragraph 7.0 – Administration of Contract - Contractor*.
- 2.8 **County Contract Project Monitor:** Person designated on *Exhibit E – County's Administration* to perform the duties described in *Paragraph 6.0 – Administration of Contract – County*.
- 2.9 **County Project Director:** Person designated on *Exhibit E – County's Administration* to perform the duties described in *Paragraph 6.0 – Administration of Contract – County*.
- 2.10 **County Project Manager:** Person designated on *Exhibit E – County's Administration* to perform the duties described in *Paragraph 6.0 – Administration of Contract – County*.

- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including but not limited to *Exhibit A – Statement of Work (SOW)*, together with its attachments.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on September 1, 2013, or upon execution by the County Board of Supervisors, whichever is later, and shall continue through August 31, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods and six month to month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the County Counsel by execution of an amendment in accordance with *Paragraph 8.1 – Amendments*.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify the County Project Manager, with a copy to the County Contract Project Monitor, when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the addresses provided in *Exhibit E – County's Administration*.

## **5.0 CONTRACT SUM**

- 5.1 Contractor shall provide all work under this Contract at a cost not to exceed \$114,000 within any contract year at the rates set forth in *Exhibit B – Pricing Schedule*, which is attached and incorporated by this reference. County shall have no obligation for payment of fees or any work performed by Contractor except for the work which is expressly authorized pursuant to this Contract and set forth in *Exhibit C – Performance Requirements Summary (PRS) Chart*. County shall have no obligation to guarantee a minimum amount of business. Contractor shall send written notification to County Counsel at the address herein provided in *Exhibit E – County's Administration* when it has received 75% of the total Contract amount.
- 5.2 County shall reimburse Contractor only for those items identified in *Exhibit A – Statement of Work (SOW)* – and defined as reimbursable costs paid by Contractor for and on behalf of County. These reimbursable costs shall include unexpected cash advances attributed to daily court filing and related services.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any work provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for work provided after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
- 5.5 Invoices and Payments
- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A – Statement of Work (SOW)*, together

with its attachments, and elsewhere under this Contract. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B – Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A – Statement of Work (SOW)* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two copies to the County Project Manager at the address indicated in *Exhibit E – County's Administration*.
- 5.5.6 All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 County will endeavor to provide prompt payment to Certified Local SBEs for work provided under this Contract. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County administration referenced in the following Subparagraphs are designated in *Exhibit E – County's Administration*. The County shall notify the Contractor Project Director in writing of any change in the names or addresses shown.

## 6.1 COUNTY PROJECT DIRECTOR

Responsibilities of the County Project Director include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- Having authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

The County Project Director 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, except as expressly provided in this Contract.

## 6.2 COUNTY PROJECT MANAGER

The responsibilities of the County Project Manager include:

- Managing the operations under this Contract;
- Meeting with the Contractor Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County 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, except as expressly provided in this Contract.

## 6.3 COUNTY CONTRACT PROJECT MONITOR

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County Project Manager. The County Contract Project Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR PROJECT MANAGER**

- 7.1.1 The Contractor Project Manager is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.1.2 The Contractor Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Project Manager and the County Contract Project Monitor on a regular basis.
- 7.1.3 The County approves of the person identified in *Exhibit F – Contractor's Administration* as the Contractor Project Manager as of the effective date of this Contract. Any proposed replacement, the Contractor Project Manager shall be permanently employed with Contractor and have at least three years documented experience as an operations supervisor in providing daily court filing and related services.

### **7.2 APPROVAL OF CONTRACTOR'S STAFF**

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

### **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

The Contractor shall provide, at Contractor's expense, all staff assigned to this Contract with a photo identification badge in accordance with County specifications. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. The Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person. The Contractor shall notify the County within one business day when staff is terminated from working under this Contract. If County requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the County's Contract.

#### 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.4.1 Each of Contractor's staff performing work under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform work 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Contract at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 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.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this *Paragraph 7.4* shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 7.5 CONFIDENTIALITY

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall: (a) not use any County confidential information for any purpose whatsoever other than carrying

out the express terms of this Contract; (b) promptly transmit to County all requests for disclosure of any County confidentially information which, in the case of a disclosure that is specifically permitted hereunder, shall in any event occur prior to making such disclosure; (c) not disclose, except as otherwise specifically permitted by this Contract, any County confidential information to any person or organization other than Department staff without County Counsel's prior written authorization; and (d) at the expiration or termination of this Contract, return or permanently destroy all County confidential information as instructed in writing by the County Project Director.

- 7.5.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this *Paragraph 7.5*, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this *Paragraph 7.5* shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract. Contractor shall additionally provide sufficient training to all employees, agents, and subcontractors performing work under this Contract (a) prior to commencing work under this Contract and (b) for so long as such employees, agents and/or subcontractors are performing work under this Contract, no

less frequently than annually thereafter during the term of this Contract.

- 7.5.5 Contractor, Contractor Project Manager and alternate shall sign and adhere to the provisions of the “*Contractor Acknowledgement and Confidentiality Agreement*” as outlined in *Exhibit G*.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, pricing, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the Contractor and by the Board of Supervisors or County Counsel in the event County Counsel has delegated authority to execute.
- 8.1.2 The County’s Board of Supervisors or Chief Executive Officer or Designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the County Counsel.
- 8.1.3 The County Counsel, may at his/her sole discretion, authorize extensions of time as defined in *Paragraph 4.0 – Term of Contract*. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared and executed by the Contractor and by the County Counsel.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties under *Paragraph 8.1 -*

*Amendments.* Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with *Subparagraph 8.2.1.*

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

### 8.3 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 of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

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

## 8.5 COMPLAINTS

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

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

## 8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 Jury Service Program:

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

### 8.8.2 Written Employee Jury Service Policy

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

perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## 8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 **CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

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

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

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible Contractor

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

### 8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, County Counsel will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and County Counsel shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for

reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### 8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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

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

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

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or

agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

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

#### 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

#### 8.18 FACSIMILE REPRESENTATIONS

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

## 8.19 FAIR LABOR STANDARDS

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

## 8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this 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 shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 8.22 INDEPENDENT CONTRACTOR STATUS

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

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

8.22.3 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 shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in *Paragraph 7.5 – Confidentiality*.

## 8.23 INDEMNIFICATION

The Contractor shall 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

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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in *Paragraph 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.

### 8.24.1 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, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 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 subcontractor insurance policies at any time.
- Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles

or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, 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), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the County Project Manager at the address indicated in *Exhibit E – County's Administration*.

Contractor also shall 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 shall 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.

#### 8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively in *Paragraphs 8.24 and 8.25*, "County and its Agents") shall 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 shall 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 shall 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.

#### 8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 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, at the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### 8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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.

#### 8.24.5 Insurer Financial Ratings

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

#### 8.24.6 Contractor's Insurance Shall Be Primary

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

#### 8.24.7 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 SubContractor Insurance Coverage Requirements

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

#### 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall 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 shall be executed by a corporate surety licensed to transact business in the State of California.

#### 8.24.10 Claims Made Coverage

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

#### 8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

All liability policies shall 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.

8.24.13 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 shall be designated as an Additional Covered Party under any approved program.

8.24.14 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 shall 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 shall 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, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall 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 shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.

- Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$100,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

## 8.26 LIQUIDATED DAMAGES; RIGHT TO WITHHOLD

8.26.1 If, in the judgment of the County Counsel, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Counsel, at such person's 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 County Counsel in a written notice describing the reasons for said action.

8.26.2 If the County Counsel determines that there are deficiencies in the performance of this Contract that the County Counsel deems are correctable by the Contractor over a certain time span, the County Counsel will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Counsel may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the monthly invoice; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C – Exhibit 7*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) upon giving five 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 *Subparagraph 8.26.2* shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of

the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or *Subparagraph 8.26.2*, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

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

## 8.28 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 shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

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

8.28.4 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

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

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

## 8.29 NON EXCLUSIVITY

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

### 8.30 NOTICE OF DELAYS

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

### 8.31 NOTICE OF DISPUTES

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

### 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT (EIC)

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

### 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### 8.34 NOTICES

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

Counsel shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

### 8.36 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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 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 shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services

and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

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 of Los Angeles, provided that the requirements of this *Paragraph 8.37* shall apply.

#### 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

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

#### 8.39 RECYCLED BOND PAPER

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

#### 8.40 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 shall provide the following information promptly at the County's request:

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

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

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

8.40.6 The County Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all

such documents to County Project Manager at the address indicated in *Exhibit E – County's Administration*, before any subcontractor employee may perform any work hereunder.

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

Failure of 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*, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to *Paragraph 8.43 – Termination for Default* and pursue debarment of 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 shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 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 shall:

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall 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 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.2 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in *Subparagraph 8.43.2* if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and

subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.3 If, after the County has given notice of termination under the provisions of this *Paragraph 8.43*, it is determined by the County that the Contractor was not in default under the provisions of this *Paragraph 8.43*, or that the default was excusable under the provisions of *Subparagraph 8.43.3*, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to *Paragraph 8.42 – Termination for Convenience*.

8.43.4 The rights and remedies of the County provided in this *Paragraph 8.43* shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

#### 8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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* shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

8.51 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 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* shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**9.0 UNIQUE TERMS AND CONDITIONS**

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

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

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if this Contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal

Services Department of this information prior to responding to a solicitation or accepting a contract award.

### 9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.3.2 During the term of this Contract and for five years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "*Proprietary*" or "*Confidential*" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under *Subparagraph 9.3.4* for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required

by *Subparagraph 9.3.3* or for any disclosure which the County is required to make under any State or Federal law or order of court.

9.3.6 All the rights and obligations of this *Paragraph 9.3* shall survive the expiration or termination of this Contract.

#### 9.4 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

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

CONTRACTOR: PROMPT DELIVERY INC. dba  
SOUTHERN CALIFORNIA MESSENGERS

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK (SOW)**

DRAFT

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## EXHIBIT A

### STATEMENT OF WORK (SOW)

#### 1.0 SCOPE OF WORK

- 1.1 Contractor shall provide daily court filing and related services upon request from County Counsel's paralegal, secretarial, administrative, and management personnel, as further described in this *Exhibit A – Statement of Work*, at all County site locations listed on *Exhibit M – County Counsel Site Locations*.
- 1.2 Upon request by County Counsel's paralegal, secretarial, administrative, and management personnel, Contractor shall provide the above services in the proper central district and/or outer-branch courts of Los Angeles County and at the courts of San Bernardino County, Orange County, Ventura County, San Diego County, Santa Cruz County, San Francisco County, or Sacramento County as listed in *Exhibit O – Directory of California Courts*. County may, on reasonable notice, add other court locations to this list.
- 1.3 County reserves the right to contract with other contractors or request the services of other firms for the same or similar services. County shall be under no obligation to guarantee a minimum amount of business.

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

- 2.1 County reserves the right to require the Contractor to perform specific tasks and/or work extra hours in addition to what are stated in *Paragraph 7.0 – Hours/Days of Work* and *Paragraph 8.0 – Specific Work Requirements*, if such tasks and/or extra hours are deemed necessary for the exigencies of public service.
- 2.2 All changes must be made in accordance with *Paragraph 8.1 – Amendments of this Contract*.
- 2.3 County may, on reasonable notice, add or delete office locations.

#### 3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met, which method shall address, but not be limited to, the following;
  - 3.1.1 Activities to be monitored to ensure compliance with all Contract requirements;

- 3.1.2 Monitoring methods to be used;
  - 3.1.3 Frequency of monitoring with specific timelines, if possible;
  - 3.1.4 Forms to be used in monitoring;
  - 3.1.5 Title/level and qualifications of personnel performing monitoring functions; and
  - 3.1.6 Documentation methods for all monitoring results, including any corrective action taken.
- 3.2 A protocol for addressing/resolving operations problems identified by the County that shall include, but not be limited to, the following elements:
- 3.2.1 The procedure flow starting from recording of identified problem, investigation, corrective action, up to feedback on corrective action and preventive maintenance plan to County Counsel;
  - 3.2.2 The records, reports and forms to be used; and
  - 3.2.3 The Contractor's personnel responsible for each task and time limits set for each task.

#### **4.0 QUALITY ASSURANCE PLAN**

County Counsel will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, *Paragraph 8.0 – Standard Terms and Conditions, Subparagraph 8.15 – County's Quality Assurance Plan*.

##### **4.1 Contract Discrepancy Report (*Exhibit K*)**

Verbal notification of a Contract discrepancy will be made to the Contract Project 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 Contract Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Manager within 10 business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 10 business days.

##### **4.2 User Complaint Form (*Exhibit L*)**

Problems relating to the performance of the Contractor's personnel may be recorded by the County on a Contract Support Services User Complaint Report

Form (hereinafter referred to as "UCR"), *Exhibit L*. The Contractor shall respond in writing to the issue(s) stated in the UCR.

#### 4.3 County Observations

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

### 5.0 DEFINITIONS

Capitalized terms used in this *Exhibit A – Statement of Work* shall have the meanings given to such terms in this Contract. In addition, the following terms have the following meanings:

**DAILY COURT FILING AND RELATED SERVICES** shall mean any and all possible tasks Contractor must perform to provide requested court filings including, but not limited to, searching and obtaining of court records for review, duplication, and certification, as further described in *Paragraph 8.0 – Specific Work Requirements of this Exhibit A*.

**SAME DAY** for any court filings shall be defined as a situation in which documents are picked up and filed in the central district courts on the same day and conformed copies of any and all court filings are returned to County's administrative staff within 1 to 2 days from the date of filing.

**NEXT DAY** for any court filings shall be defined as a situation in which documents are picked up a day prior to desired filing date and filed in the outer-branch courts and conformed copies of any and all court filings are returned to County's administrative staff within 3 to 5 days from the date of filing.

**RUSH SERVICE** for any court filings shall be defined as a situation in which County is requesting filing to be filed in the outer-branch courts within 24 hours or less and confirmation of filing is provided to the County's administrative staff once filed. Conformed copies of any and all court filings are returned to County's administrative staff within 1 to 2 days from the date copies are received.

**REIMBURSABLE COSTS** shall be defined as costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in *Paragraph 8.0* in this *Exhibit A*. Contractor will not be reimbursed for costs not identified in this Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

### 6.0 RESPONSIBILITIES

In addition to the other responsibilities set forth in this Contract and this *Exhibit A – Statement of Work*, the County's and the Contractor's responsibilities are as follows:

## **COUNTY**

### 6.1 Personnel

The County will administer this Contract according to this Contract, *Paragraph 6.0 – Administration of Contract – County*. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with this Contract, *Paragraph 8.1 – Amendments*.

## **CONTRACTOR**

### 6.2 Project Manager

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except on designated County holidays. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached.
- 6.2.2 Project Manager shall act as a central point of contact with the County.
- 6.2.3 Project Manager shall demonstrate previous experience in the management of work requirements for daily court filing and related services.
- 6.2.4 Project Manager shall have three years of documented prior experience discharging supervisory functions in the same or similar business.
- 6.2.5 Project Manager/or designated alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

### 6.3 Personnel

- 6.3.1 Contractor shall assign a sufficient number of personnel in addition to the Contractor Project Manager/and designated alternate to perform the required work under this *Exhibit A* and elsewhere in this Contract. At least one staff member on site shall be authorized to act for Contractor in every detail and must read, speak, write and understand English. Project Manager/or designated alternate shall be able to effectively communicate, in English, both orally and in writing.

- 6.3.2 Contractor must have an operations supervisor permanently employed with Contractor, with at least three years documented experience in providing daily court filing and related services, as further described in *Paragraph 8.0 – Specific Work Requirements* of this *Exhibit A*.
- 6.3.3 Contractor's personnel assigned to the County must have at least one year experience providing daily court filing and related services, or services equivalent or similar to the services identified in *Paragraph 8.0* in this *Exhibit A*.
- 6.3.4 Contractor's court filing personnel assigned to the County must have at least one year of probate court filing experience and a minimum of six months experience filing civil court documents.
- 6.3.5 Contractor shall be required to background check their personnel, including but not limited to, Contractor Project Manager and designated alternate, as set forth in *Paragraph 7.4 – Background Security Investigations* of this Contract.
- 6.3.6 Contractor's personnel including, but not limited to, Contractor Project Manager/and designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential duties, and shall perform all work hereunder in a professional, workmanlike manner.
- 6.3.7 Contractor shall ensure that all its employees, agents, and subcontractors performing work under this Contract are provided the training described in *Subparagraph 7.5.4* with respect to the confidentiality provisions of this Contract. Contractor, Contractor Project Manager/and designated alternate shall sign and adhere to the provisions of the *Contractor Acknowledgement and Confidentiality Agreement – Exhibit G* to this Contract.
- 6.3.8 Personnel provided by Contractor may be required to drive vehicles in performance of their duties and may be required to provide proof of valid driver's license and auto insurance.
- 6.3.9 All Contractor personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of this Contract.
- 6.3.10 Contractor must have established document and data security, and control procedures to ensure compliance with County requirements.
- 6.3.11 Contractor shall be responsible for the safety of equipment, material and personnel under the Contractor's jurisdiction during Contractor's working hours including those working hours required under this *Exhibit A – Statement of Work*.

#### 6.4 Identification Badges

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in *Paragraph 7.3 – Contractor’s Staff Identification*, of this Contract.

#### 6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor.

#### 6.6 Training

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

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.6.3 Contractor shall train County staff at no additional cost to County with respect to Contractor's daily court filing described in *Paragraph 8.0* of this *Exhibit A*.

#### 6.7 Contractor’s Office

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee member who can respond to inquires and complaints which may be received about the Contractor’s performance of this Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall respond to calls received by the answering service within one hour of receipt of the call.**

### 7.0 HOURS/DAY OF WORK

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

7.2 Contractor is not required to provide service on County recognized holidays. These holidays may change slightly from year to year. The County Contract Project Monitor shall provide a list of the County holidays to the Contractor at the time the resultant Contract is approved, and annually during the term of the resultant Contract, at the beginning of each calendar year.

### 8.0 SPECIFIC WORK REQUIREMENTS

8.1 Daily pick up/delivery of an unlimited number of court filings and related documents which may include County warrants from designated mail bins at the County Counsel's main office (500 West Temple St., Los Angeles, CA 90012,

Sixth Floor) and other designated County facilities at 10:30 a.m. for morning filings and 2:30 p.m. for afternoon filings. Timely arrival of court filer to County's designated pick up/delivery areas.

- 8.2 Contractor shall review the Court Filing Instructions Sheet(s) – *Exhibit N* (each referred to in this *Exhibit A* as a "Court Filing Instructions Sheet"), provided with each court filing and shall submit the Court Filing Instructions Sheet with all the court filing document(s). Each court filing must be filed as instructed and within the timeframe specified in the Court Filing Instructions Sheet. Contractor shall follow the *Court Filing Procedures* as stated in *Exhibit P*.
- 8.3 If Contractor's personnel are unable to complete the County's requested services below in the designated time-frames, Contractor shall notify the County Project Manager with enough time for County to use alternative methods to complete the request.
  - 8.3.1 Same Day for any court filings is a situation in which documents are picked up and filed in the central district courts on the same day and conformed copies of any and all court filings are returned to County's administrative staff within 1 to 2 days from the date of filing.
  - 8.3.2 Next Day for any court filings is a situation in which documents are picked up a day prior to desired filing date and filed in the outer-branch courts and conformed copies of any and all court filings are returned to County's administrative staff within 3 to 5 days from the date of filing.
  - 8.3.3 Rush Service for any court filings is a situation in which County is requesting filing to be filed in the outer-branch courts within 24 hours or less and confirmation of filing is provided to the County's administrative staff once filed. Conformed copies of any and all court filings are returned to County's administrative staff within 1 to 2 days from the date copies are received.
- 8.4 Contractor shall file civil and probate court documents in the proper central district and other outer-branch courts at the designated window or room number, and perform general court filing duties as described in this *Exhibit A*.
- 8.5 Contractor shall provide daily court filing and related services to the Office of the County Counsel at any of the County facilities.
- 8.6 Civil and probate court filing personnel shall adhere to all requirements as stated in this *Exhibit A*, which includes the requirements to:
  - a. Review the Court Filing Instructions Sheet and attached documents to determine required action and for completeness.
  - b. Immediately contact the County Project Manager or designee for correction if the Court Filing Instructions Sheet or attached document(s) are incomplete.

- 8.7 Return conformed copies of any and all court filings and their related Court Filing Instructions Sheet to County's administrative staff within the timeframe specified.
- 8.8 Contractor shall only be reimbursed for up front costs paid by Contractor for and on behalf of County:
- 8.8.1 Unexpected cash advances attributed to daily court filing and related services, such as court filing fees and copy fees.
- 8.9 Contractor shall include written approval and the receipt for all costs with Contractor's monthly invoices.
- 8.10 Upon request from County Project Manager or court clerk:
- Pull court files for review and/or duplication
  - Pull register pages
  - Pull court notes
  - Submission of request for search
  - Pull files from archives or the courthouse
  - Ensure that file copy and Court Filing Instructions Sheet are conformed by the court clerk, and/or personally conform the document when requested by the court clerk.
  - Return conformed copy of filed document and Court Filing Instructions Sheet to County Project Manager or designee on the same day of pick up, or on the next working day when applicable.
  - Obtain certified copies of various court documents upon request of County Counsel's staff.
  - Provide a status report to County Project Manager on the next business day on the reason for the delayed processing of the filing request and the anticipated completion date.
  - Pull wills from the court vault when applicable.
  - Request court clerk to prepare a temporary file jacket when applicable.
  - Ensure the court clerk has entered the necessary data when applicable.
  - Assist County Project Manager or court clerk in the correction of errors (e.g., incorrect case number, title, and hearing date of department) in the original court documents when applicable.

- Obtain approval of court orders when applicable.
- Submit for recording, legal documents to, and retrieve documents from, the Los Angeles County Registrar-Recorder/County Clerk.

## **9.0 GREEN INITIATIVES**

- 9.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County Project Manager of Contractor’s new green initiatives prior to the commencement of this Contract.

## **10.0 PERFORMANCE REQUIREMENTS SUMMARY**

The *Performance Requirements Summary (PRS) Chart – Exhibit C*, indicates the major areas of service that will be monitored by the County on a regular basis during the term of this Contract. All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and this *Exhibit A – Statement of Work*, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in this Contract and this *Exhibit A – Statement of Work*. In any case of apparent inconsistency between services as stated in this Contract and *Exhibit A – Statement of Work* and this PRS, the meaning apparent in this Contract and this *Exhibit A – Statement of Work* will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in this Contract and this *Exhibit A – Statement of Work*, that apparent service will be null and void and place no requirement on Contractor.

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

- Require Contractor to implement a formal corrective action plan and preventive maintenance plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for repeated, systematic, deliberate misrepresentations or unacceptable levels of performance.

- In the event of failure by the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within 10 days, the County may request to have the service(s) performed by others. The additional cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate this Contract as provided for in this Contract or County's exercise of any other rights and remedies provided for under law of this Contract.

DRAFT

**EXHIBIT B**

**PRICING SCHEDULE**

**PROMPT DELIVERY INC. dba  
SOUTHERN CALIFORNIA MESSENGERS (SCM)**

**Daily Court Filing and Related Services Rate:**

Contractor's firm and fixed daily rate per scheduled pick up and delivery court filing and related services as described in the Statement of Work, Exhibit A.

**I. CENTRAL DISTRICT COURTS**

COURT	ADDRESS	SAME DAY RATE
Superior Court	111 N. Hill St., Los Angeles	\$ 5.00
Criminal Court	210 W. Temple St., Los Angeles	\$ 5.00
U.S. District Court	312 N. Spring St., #G-8, Los Angeles	\$ 5.00
Bankruptcy Court	Edward R. Roybal Federal Bldg. 255 E. Temple St., Los Angeles	\$ 5.00
Court of Appeals	300 S. Spring St., 2 <sup>nd</sup> Fl., N. Tower, Los Angeles	\$ 5.00
California Supreme Court	Ronald Reagan State Office Bldg., 300 S. Spring St., 3 <sup>rd</sup> Fl., Los Angeles	\$ 5.00

Note: County may, on reasonable notice, add to or delete from these locations.

## EXHIBIT B

### PRICING SCHEDULE

#### PROMPT DELIVERY INC. dba SOUTHERN CALIFORNIA MESSENGERS (SCM)

##### Daily Court Filing and Related Services Rate:

Contractor's firm and fixed daily rate per scheduled pick up and delivery court filing and related services as described in the Statement of Work, Exhibit A.

##### II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS

###### 1. Los Angeles County

COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Airport	11701 S. La Cienega Blvd.	\$ 25.00	\$ 30.00
Alhambra	150 W. Commonwealth Ave.	\$ 18.00	\$ 22.00
Antelope	42011 4 <sup>th</sup> St., West, Lancaster	\$ 126.00	\$151.50
Bellflower	10025 E. Flower St.	\$ 28.50	\$ 34.50
Beverly Hills	9355 Burton Way	\$ 20.50	\$ 25.00
Burbank	300 E. Olive Ave.	\$ 26.50	\$ 32.00
Catalina	215 Sumner Ave., Avalon	\$ 25.00	\$ 30.00
Central Civil West	600 S. Commonwealth Ave.	\$ 9.00	\$ 11.00
Chatsworth	9425 Penfield Ave.	\$ 44.00	\$ 53.00
Compton	200 W. Compton Blvd.	\$ 33.00	\$ 40.00
Downey	7500 E. Imperial Highway	\$ 23.00	\$ 28.00
East Los Angeles	4848 E. Civic Center Way	\$ 13.50	\$ 16.50
Edelman, Edmund D. Children's Court (Monterey Park)	201 Centre Plz. Dr., # 3	\$ 16.50	\$ 20.00
El Monte	11234 E. Valley Blvd.	\$ 23.50	\$ 28.50
Glendale	600 E. Broadway	\$ 19.00	\$ 23.00
Hollywood	5925 Hollywood Blvd.	\$ 13.50	\$ 16.50

## EXHIBIT B

### PRICING SCHEDULE

#### PROMPT DELIVERY INC. dba SOUTHERN CALIFORNIA MESSENGERS (SCM)

##### Daily Court Filing and Related Services Rate:

Contractor's firm and fixed daily rate per scheduled pick up and delivery court filing and related services as described in the Statement of Work, Exhibit A.

##### II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS

Los Angeles County, *continue*

COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Huntington Park	6548 Miles Ave.	\$ 12.00	\$ 14.50
Inglewood	One Regent St.	\$ 25.00	\$ 30.00
Long Beach	415 W. Ocean Blvd.	\$ 40.50	\$ 49.00
Los Padrinos	7281 E. Quill Drive, Downey	\$ 23.00	\$ 28.00
Malibu	23525 Civic Center Way	\$ 50.50	\$ 61.00
Metropolitan	1945 S. Hill St.	\$ 8.00	\$ 10.00
Norwalk	12720 Norwalk Blvd.	\$ 32.50	\$ 39.00
Pasadena	300 E. Walnut St.	\$ 22.00	\$ 26.50
Pomona (North)	350 W. Mission Blvd.	\$ 48.00	\$ 58.00
Pomona (South)	400 Civic Center Plz.	\$ 46.00	\$ 55.50
Redondo Beach	117 W. Torrance Blvd.	\$ 41.00	\$ 49.50
San Fernando	900 Third St.	\$ 34.50	\$ 41.50
San Pedro	505 S. Centre Street	\$ 42.00	\$ 50.50
Santa Clarita	23747 W. Valencia Blvd.	\$ 55.50	\$ 67.00
Santa Monica	1725 Main St.	\$ 26.50	\$ 32.00
Torrance	825 Maple Ave.	\$ 35.50	\$ 43.00
Van Nuys (East)	6230 Sylmar Ave.	\$ 34.00	\$ 41.00
West Covina	1427 West Covina Prkwy.	\$ 32.50	\$ 39.00
West Los Angeles	1633 Purdue Ave.	\$ 23.50	\$ 28.50
Whittier	7339 S. Painter Ave.	\$ 25.00	\$ 30.00

## EXHIBIT B

### PRICING SCHEDULE

#### PROMPT DELIVERY INC. dba SOUTHERN CALIFORNIA MESSENGERS (SCM)

#### Daily Court Filing and Related Services Rate:

Contractor's firm and fixed daily rate per scheduled pick up and delivery court filing and related services as described in the Statement of Work, Exhibit A.

#### II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS

##### 2. San Bernardino County

COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
<b>SUPERIOR COURT</b>			
Court Executive Office & Administration	172 W. Third St., Fl. 2	\$ 92.00	\$ 110.50
Appeals & Appellate Division	401 N. Arrowhead Ave.	\$ 92.00	\$ 110.50
<b>DISTRICT COURTS</b>			
Barstow	235 E. Mountain View Ave.	\$ 204.50	\$ 245.50
Big Bear	477 Summit Blvd.	\$ 145.00	\$ 174.00
Central	351 N. Arrowhead	\$ 92.00	\$ 110.50
Chino	13260 Central Ave.	\$ 64.00	\$ 77.00
Fontana	17780 Arrow Blvd.	\$ 80.50	\$ 97.00
Joshua Tree	6527 White Feather Rd.	\$ 197.50	\$ 237.00
Needles	1111 Bailey Ave.	\$ 409.00	\$ 491.00
Rancho Cucamonga	8303 Haven Ave.	\$ 74.50	\$ 89.50
Redlands	216 Brookside Ave.	\$ 117.00	\$ 140.50
Twin Peaks	26010 State Highway 189	\$ 131.50	\$ 158.00
Victorville	14455 Civic Drive	\$ 159.50	\$ 191.50

##### 3. Orange County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Central Justice Center	700 Civic Center Dr., West, Santa Ana	\$ 64.50	\$ 77.50
Harbor Justice Center	4601 Jamboree Rd., Newport Beach	\$ 82.00	\$ 98.50
Lamoreaux Justice Center	341 The City Drive South, Orange	\$ 48.50	\$ 58.50
North Justice Center	1275 N. Berkeley Ave., Fullerton	\$ 47.00	\$ 56.50
West Justice Center	8141 13 <sup>th</sup> St., Westminster	\$ 51.50	\$ 62.00

## EXHIBIT B

### PRICING SCHEDULE

#### PROMPT DELIVERY INC. dba SOUTHERN CALIFORNIA MESSENGERS (SCM)

##### Daily Court Filing and Related Services Rate:

Contractor's firm and fixed daily rate per scheduled pick up and delivery court filing and related services as described in the Statement of Work, Exhibit A.

##### II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS

###### 4. Ventura County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Main Courthouse	Hall of Justice, 800 S. Victoria Ave.	\$ 102.50	\$ 127.00
East County	3855-F Alamo St., Simi Valley	\$ 68.50	\$ 82.50
Juvenile Justice	4353 Vineyard Ave., Oxnard	\$ 95.00	\$ 114.00

###### 5. San Diego County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Central Courthouse	220 W. Broadway	\$ 158.00	\$ 190.00

###### 6. Santa Cruz County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Santa Cruz	701 Ocean Street	\$ 520.00	\$ 624.00

###### 7. San Francisco County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Civic Center Courthouse	400 McAllister St.	\$ 584.00	\$ 701.00

###### 8. Sacramento County

SUPERIOR COURT	ADDRESS	NEXT DAY RATE	RUSH RATE
Gordon D. Schaber	720 9 <sup>th</sup> St.	\$ 566.50	\$ 680.00

Note: County may, on reasonable notice, add to or delete from these locations.

**EXHIBIT C**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

This PRS relates to this Contract (together with all exhibits thereto, "Contract") for Daily Court Filing and Related Services. Capitalized terms used in this PRS Chart without definition to have the meanings given to such terms in this Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limited the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limited the County's right to terminate this Contract as described in the body of this Contract.

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<p><b>Contract:</b> Subparagraph 5.5 – Invoices and Payments</p>	<p>5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in <i>Exhibit A – Statement of Work (SOW)</i>, together with its attachments, and elsewhere under this Contract. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in <i>Exhibit B – Pricing Schedule</i>, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.</p> <p>5.5.2 The Contractor's invoices shall be priced in accordance with <i>Exhibit B – Pricing Schedule</i>.</p> <p>5.5.3 The Contractor's invoices shall contain the information set forth in <i>Exhibit A – Statement of Work (SOW)</i> describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.</p>	<p>Inspection by County of Invoices and Statements.</p> <p>Interviews of concerned County personnel.</p> <p>Observation/reports by County personnel.</p>	<p>\$200 for every month with reported/observed discrepancies, in addition to the individual adjustments computed using the prices in <i>Exhibit B – Pricing Schedule</i>.</p>

EXHIBIT C

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<b>Contract:</b> Paragraph 7.0 - Administration of Contract – Contractor	7.1.1 The Contractor Project Manager is designated in <i>Exhibit F – Contractor’s Administration</i> . The Contractor shall notify the County in writing of any change in the name or address of the Contractor Project Manager.	Inspection & Observation.	\$50 for each instance of failure to notify County of change(s).
<b>Contract:</b> Paragraph 8.38 – Record Retention & Inspection/Audit Settlement	8.38 Contractor to maintain and provide the County Counsel with access to all required documents as specified in <i>Subparagraph 8.38</i> .	Inspection of files.	For any instance of non-compliance: option to terminate for material breach of Contract.
<b>Contract:</b> Paragraph 8.40 – Subcontracting	8.40.1 The requirements of this Contract may not be subcontracted by the Contractor <b><u>without the advance approval of the County</u></b> . Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection & Observation.	For any instance of non-compliance: option to terminate Contract for material breach of Contract.

**EXHIBIT C**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<p><b>Statement of Work:</b> Paragraph 1.0 – Scope of Work</p>	<p>1.1 Contractor shall provide daily court filing and related services upon request from County Counsel's paralegal, secretarial, administrative, and management personnel, as further described in this <i>Exhibit A – Statement of Work</i>, at all County site locations listed on <i>Exhibit M – County Counsel Site Locations</i>.</p> <p>1.2 Upon request by County Counsel's paralegal, secretarial, administrative, and management personnel, Contractor shall provide the above services in the proper central district and/or outer-branch courts of Los Angeles County and at the courts of San Bernardino County, Orange County, Ventura County, San Diego County, Santa Cruz County, San Francisco County, or Sacramento County as listed in <i>Exhibit O – Directory of California Courts</i>. County may, on reasonable notice, add other court locations to this list.</p>	<p>Observation. User Complaint Reports by County personnel.</p>	<p>\$200 for every month with more than one instance of non-compliance and/or unsatisfactory service. If not corrected within 90 days of notice, option to terminate Contract.</p>

## EXHIBIT C

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE/ DELIVERABLE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
<p><b>Statement of Work:</b> Paragraph 6.7 – Contractor's Office</p>	<p>6.7 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee member who can respond to inquires and complaints which may be received about the Contractor's performance of this Contract. When the office is closed, an answering service shall be provided to receive calls. <b>The Contractor shall respond to calls received by the answering service within one hour of receipt of the call.</b></p>	<p>Observation. User Complaint Reports by County personnel.</p>	<p>\$200 for every month with more than one instance of non-compliance. If not corrected within 90 days of notice, option to terminate Contract.</p>
<p><b>Statement of Work:</b> Paragraph 8.0 – Specific Work Requirements</p>	<p>8.1 Daily pick up/delivery of an unlimited number of court filings and related documents which may include County warrants from designated mail bins at the County Counsel's main office (500 West Temple St., Los Angeles, CA 90012, Sixth Floor) and other designated County facilities at 10:30 a.m. for morning filings and 2:30 p.m. for afternoon filings. Timely arrival of court filer to County's designated pick up/delivery areas.</p>	<p>Within 30 minutes of designated times. If late, documents that are same day filing may be in jeopardy of being filed as requested.</p>	<p>\$200 for every month with more than one instance of non-compliance. If not corrected within 90 days of notice, option to terminate Contract.</p>

**EXHIBIT C**

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE/ DELIVERABLE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/ FEES TO BE ASSESSED</b>
<p><b>Statement of Work:</b> Paragraph 8.0 – Specific Work Requirements (<i>continued</i>)</p>	<p>8.2 Contractor shall review the Court Filing Instructions Sheet(s) – <i>Exhibit N</i> (each referred to in this <i>Exhibit A</i> as a "<i>Court Filing Instructions Sheet</i>"), provided with each court filing and shall submit the Court Filing Instructions Sheet with all the court filing document(s). Each court filing must be filed as instructed and within the timeframe specified in the Court Filing Instructions Sheet. Contractor shall follow the <i>Court Filing Procedures</i> as stated in <i>Exhibit P</i>.</p>	<p>Observation. User Complaint Reports by County personnel.</p>	<p>\$200 for every month with more than one instance of non-compliance. If not corrected within 90 days of notice, option to terminate Contract.</p>
	<p>8.4 Contractor shall file civil and probate court documents in the proper central district and other outer-branch courts at the designated window or room number, and perform general court filing duties as described in this <i>Exhibit A</i>.</p>	<p>Observation. User Complaint Reports by County personnel.</p>	<p>\$200 for every month with more than one instance of non-compliance. If not corrected within 90 days of notice, option to terminate Contract.</p>

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PROMPT DELIVERY INC. dba  
SOUTHERN CALIFORNIA MESSENGERS (SCM)

EEO CERTIFICATION

SOUTHERN CALIFORNIA MESSENGERS

Company Name

5757 WILSHIRE BLVD SUITE 210 LOS ANGELES, CA 90036

Address

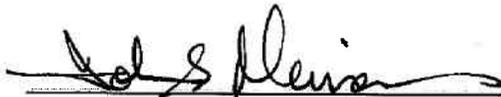
95-4365679

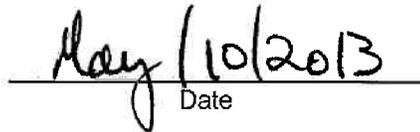
Internal Revenue Service Employer Identification Number

GENERAL

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

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

  
Signature

  
Date

JOHN S NEIMAN VICE PRESIDENT  
Name and Title of Signer (please print)

EEO CERTIFICATION

**EXHIBIT E**  
**COUNTY'S ADMINISTRATION**

Page 1 of 2

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Marva C. Blakely

Title: County Project Director

Address: Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 653  
Los Angeles, CA 90012

Telephone: (213) 974-1962

Facsimile: (213) 617-6780

E-Mail Address: [mblakely@counsel.lacounty.gov](mailto:mblakely@counsel.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: Veritta Smith

Title: County Project Manager

Address: Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 653  
Los Angeles, CA 90012

Telephone: (213) 974-0718

Facsimile: (213) 617-6780

E-Mail Address: [vsmith@counsel.lacounty.gov](mailto:vsmith@counsel.lacounty.gov)

**EXHIBIT E**

**COUNTY'S ADMINISTRATION**

Page 2 of 2

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Sarah Truong

Title: County Contract Project Monitor

Address: Kenneth Hahn Hall of Administration  
500 W. Temple Street, Room 653  
Los Angeles, CA 90012

Telephone: (213) 787-2424

Facsimile: (213) 617-6780

E-Mail Address: [struong@counsel.lacounty.gov](mailto:struong@counsel.lacounty.gov)

Unless otherwise specified, notices under this Contract shall be addressed to County Project Director, with copies to County Project Manager and County Contract Project Monitor.

**EXHIBIT F**

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: Prompt Delivery, Inc. DBA Southern California Messengers (SCM)  
CONTRACT NO: \_\_\_\_\_

**CONTRACTOR PROJECT MANAGER:**

Name: John Neiman  
Title: Director of Operations  
Address: 5757 Wilshire Blvd #210  
Los Angeles, Ca 90036  
Telephone: 323-933-1000 Cell 323-244-9100  
Facsimile: 323-933-9797  
E-Mail Address: jneiman@messengers.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: Annette Nemandoust  
Title: President  
Address: 5757 Wilshire Blvd #210  
Los Angeles, California 90036  
Telephone: (323) 933-1000  
Facsimile: (323) 933-9797  
E-Mail Address: anemandoust@messengers.com

Name: John Neiman  
Title: VP/ Director of Operations  
Address: 5757 Wilshire Blvd #210  
Los Angeles, California 90036  
Telephone: (323) 933-1000  
Facsimile: (323) 933-9797  
E-Mail Address: jneiman@messengers.com

**Notices to Contractor shall be sent to the following:**

Name: John Neiman  
Title: VP/ Director of Operations  
Address: 5757 Wilshire Blvd #210  
Los Angeles, California 90036  
Telephone: 323-933-1000 Cell 323-244-9100  
Facsimile: (323) 933-9797  
E-Mail Address: jneiman@messengers.com

**EXHIBIT G**  
**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME Prompt Delivery, Inc. (SCM) 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:**

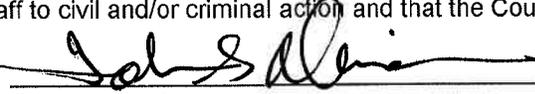
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, 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 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: 07 / 05 / 2013

PRINTED NAME: John Neiman

POSITION: Director of Operations/VP

**EXHIBIT H**  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 1 of 4

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

**EXHIBIT H**  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 2 of 4

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the County Department Head responsible for administering the Contract may do one or more of the following:

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

**EXHIBIT H**  
Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
**CONTRACTOR EMPLOYEE JURY SERVICE**

Page 3 of 4

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

**EXHIBIT H**  
**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

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

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

Company Name: SOUTHERN CALIFORNIA MESSENGERS		
Company Address: 5757 WILSHIRE BLVD #210		
City: LOS ANGELES	State: CA	Zip Code: 90036
Telephone Number: (323) 933-1000		
Solicitation For: LACOCO Services: DAILY COURT FILINGS & RELATED SERVICES		

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

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

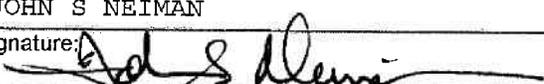
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

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

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

Print Name: JOHN S NEIMAN	Title: VICE PRESIDENT
Signature: 	Date: 05/08/2013

## EXHIBIT I

### SAFELY SURRENDERED BABY LAW

Page 1 of 5

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

[www.babysafela.org](http://www.babysafela.org)

DRAFT

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Page 2 of 5



# *Safely* Surrendered

No shame. No blame. No names.

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

[www.babySAFE.org](http://www.babySAFE.org)



## EXHIBIT I

# SAFELY SURRENDERED BABY LAW

Page 3 of 5

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

[www.babysafela.org](http://www.babysafela.org)

## *Safely* Surrendered Baby Law

### What is the Safely Surrendered Baby Law?

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

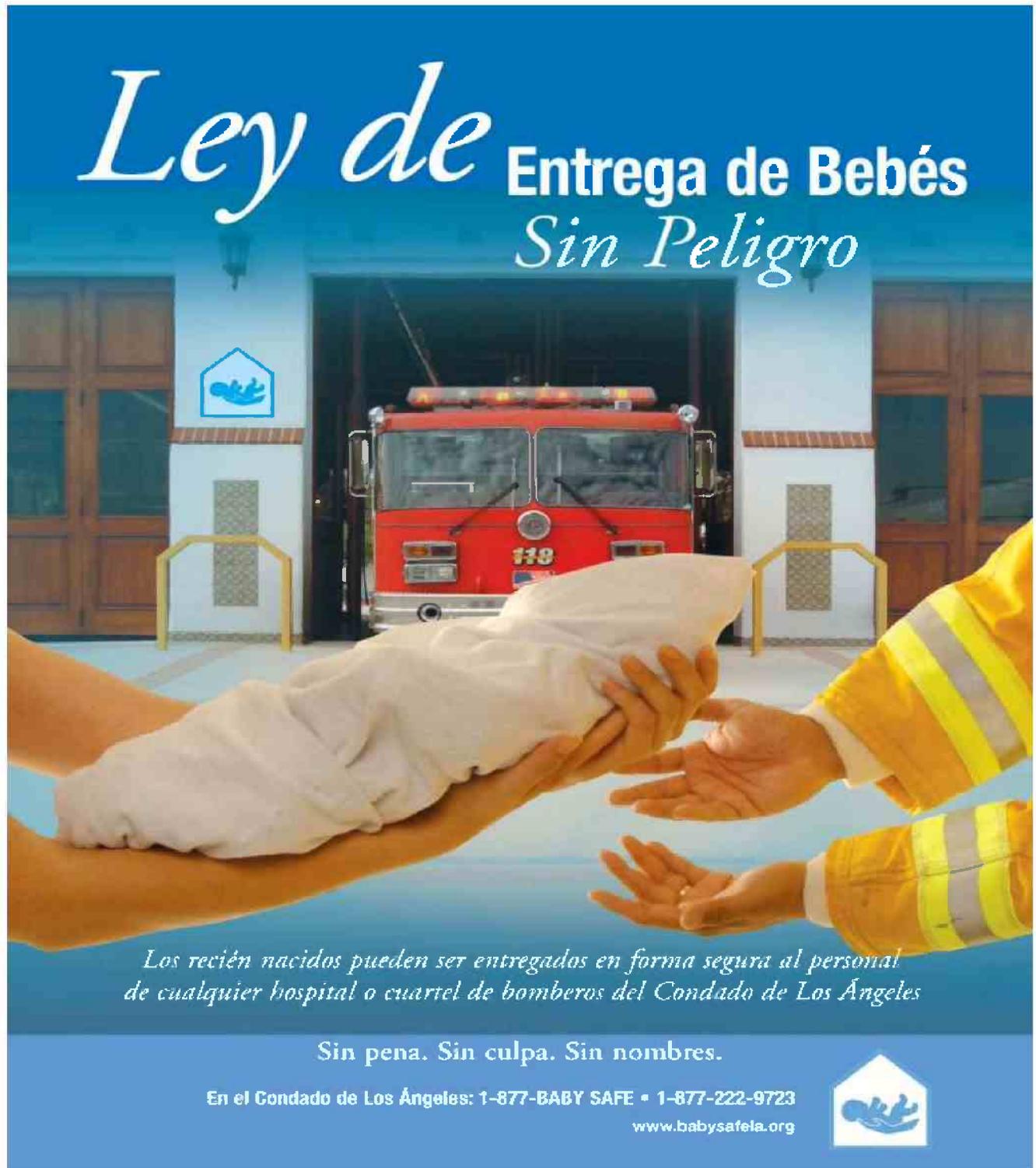
### Why is California doing this?

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

## *A baby's story*

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





# *Ley de* Entrega de Bebés *Sin Peligro*

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

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



## Ley de Entrega de Bebés Sin Peligro

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

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

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

### Historia de un bebé

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

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

[www.babysafela.org](http://www.babysafela.org)

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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



## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Page 1 of 13

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

#### 1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

Page 2 of 13

- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

## 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

### 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

#### 2.3 Adequate Safeguards for Protected Health Information. Business Associate:

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

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

#### 2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate:

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 525  
Los Angeles, California 90012  
HIPAA@auditor.lacounty.gov  
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

**2.4.3 Request for Delay by Law Enforcement.** Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

- 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.
- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
  - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
    - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
    - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

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

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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

- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

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

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines),

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

#### 3.0 OBLIGATION OF COVERED ENTITY

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

#### 4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

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

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision

## EXHIBIT J

### AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)

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shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### 5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

**EXHIBIT J**

**AGREEMENT  
CONTRACTOR'S OBLIGATIONS AS A  
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FOR ECONOMIC AND CLINICAL HEALTH ACT  
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- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

DRAFT

**EXHIBIT K**

**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 County Representative

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of County Representative

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**EXHIBIT L**

**CONTRACT SUPPORT SERVICES USER COMPLAINT REPORT (UCR) FORM**

DATE: \_\_\_\_\_

REQUESTOR'S NAME: \_\_\_\_\_  
PHONE EXTENSION: \_\_\_\_\_  
DIVISION: \_\_\_\_\_

**VENDOR INFORMATION**

**A. VENDOR NAME:** \_\_\_\_\_  
**B. VENDOR PERSONNEL INVOLVED:** \_\_\_\_\_

**TYPE OF SERVICE**

**C. SUBPOENA PREPARATION:**  **NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**D. PHOTOCOPYING/DUPLICATION**  **NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**E. SERVICE OF PROCESS:**  **NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**F. MESSENGER SERVICE:**  **NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_

**G. COURT** **BRANCH NAME:** \_\_\_\_\_

• **FILING**  **CASE NAME:** \_\_\_\_\_  
**CASE NUMBER:** \_\_\_\_\_

• **SPECIAL REQUEST**

**A. DATE OF REQUEST:** \_\_\_\_\_

**B. TIME REQUESTED:** \_\_\_\_\_

**DEADLINE/TIME-FRAME GIVEN:** (CHECK ONE)  
YES  NO   
DATE: \_\_\_\_\_

**STATUS OF REQUEST:** (CHECK ONE)  
COMPLETED  INCOMPLETE   
DATE: \_\_\_\_\_

**COMPLAINT:** (BRIEF EXPLANATION)  
\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT M

### COUNTY COUNSEL SITE LOCATIONS

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 653 500 W. Temple Street Los Angeles, CA 90012 <ul style="list-style-type: none"><li>- <i>Executive Office</i></li><li>- <i>Administrative Services Bureau</i></li><li>- <i>General Litigation Division</i></li><li>- <i>Government Services Division</i></li><li>- <i>Health Services Division</i></li><li>- <i>Labor &amp; Employment Division</i></li><li>- <i>Law Enforcement Division</i></li><li>- <i>Property Division</i></li><li>- <i>Public Works Division</i></li><li>- <i>Social Services Division</i></li><li>- <i>Contract Services Division</i></li></ul>
Field Locations	Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754 <ul style="list-style-type: none"><li>- <i>Dependency Division</i></li></ul> Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754  World Trade Center 350 S. Figueroa Street, Suite 601 Los Angeles, CA 90071 <ul style="list-style-type: none"><li>- <i>Probate Division</i></li><li>- <i>Workers' Compensation Division</i></li></ul> Department 95 (Probate) 1150 N. San Fernando Road Los Angeles, CA 90065  Metropolitan Transit Authority One Gateway Plaza, 24 <sup>th</sup> Floor Los Angeles, CA 90012 <ul style="list-style-type: none"><li>- <i>Transportation Division</i></li></ul>

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

**EXHIBIT N**

**COURT FILING INSTRUCTIONS SHEET**

DATE: \_\_\_\_\_ DIVISION: \_\_\_\_\_

ATTORNEY: \_\_\_\_\_ EXTENSION: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ EXTENSION: \_\_\_\_\_

CASE NAME: \_\_\_\_\_

CASE NO.: \_\_\_\_\_

**SERVICE REQUIRED**

FILING

SPECIAL REQUEST

SAME DAY  
(Central District)

NEXT DAY  
(Outer-branch District)

RUSH

COMPLETE BY: \_\_\_\_\_

OTHER \_\_\_\_\_

**LOCATIONS**

U.S. DISTRICT

SUPREME COURT

SUPERIOR COURT

CRIMINAL COURTS BLDG.

HALL OF RECORDS

COURT OF APPEAL

BANKRUPTCY COURT

OTHER/OUTER

BRANCH: \_\_\_\_\_

DEPARTMENT / DIVISION / ROOM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SPECIAL REQUEST:  PICK UP  DROP OFF  COPIES

SPECIAL INSTRUCTION: \_\_\_\_\_

\_\_\_\_\_  
CONFORMING / DATE STAMP

## EXHIBIT O

### DIRECTORY OF CALIFORNIA COURTS

#### I. CENTRAL DISTRICT COURTS

COURT	ADDRESS	PHONE
Superior Court	111 N. Hill St., Los Angeles	(213) 974-5181
Criminal Court	210 W. Temple St., Los Angeles	(213) 974-6141
U.S. District Court	312 N. Spring St., #G-8, Los Angeles	(213) 894-3535
Bankruptcy Court	Edward R. Roybal Federal Bldg. 255 E. Temple St., Los Angeles	(213) 894-3118
Court of Appeals	300 S. Spring St., 2 <sup>nd</sup> Fl., N. Tower, Los Angeles	(213) 830-7000
California Supreme Court	Ronald Reagan State Office Bldg., 300 S. Spring St., 3 <sup>rd</sup> Fl., Los Angeles	(213) 830-7570

#### II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS

##### 1. Los Angeles County

COURT	ADDRESS	PHONE
Airport	11701 S. La Cienega Blvd.	(310) 727-6012
Alhambra	150 W. Commonwealth Ave.	(626) 308-5309
Antelope	42011 4 <sup>th</sup> St., West, Lancaster	(661) 974-7200
Bellflower	10025 E. Flower St.	(562) 804-8005
Beverly Hills	9355 Burton Way	(310) 288-1310
Burbank	300 E. Olive Ave.	(818) 557-3452
Catalina	215 Sumner Ave., Avalon	(310) 510-0026
Central Civil West	600 S. Commonwealth Ave.	(213) 351-8114
Chatsworth	9425 Penfield Ave.	(818) 576-8506
Compton	200 W. Compton Blvd.	(310) 603-7107
Downey	7500 E. Imperial Highway	(562) 803-7059
East Los Angeles	4848 E. Civic Center Way	(323) 780-2058
Edelman, Edmund D. Children's Court (Monterey Park)	201 Centre Plz. Dr., # 3, Monterey Park	(323) 526-6610
El Monte	11234 E. Valley Blvd.	(626) 575-4101
Glendale	600 E. Broadway	(818) 500-5840
Hollywood	5925 Hollywood Blvd.	(323) 856-5747

**EXHIBIT O**

**DIRECTORY OF CALIFORNIA COURTS**

**Los Angeles County, continue**

<b>COURT</b>	<b>ADDRESS</b>	<b>PHONE</b>
Huntington Park	6548 Miles Ave.	(323) 586-7309
Inglewood	One Regent St.	(310) 419-5132
Long Beach	415 W. Ocean Blvd.	(562) 491-6201
Los Padrinos	7281 E. Quill Drive, Downey	(562) 940-7206
Malibu	23525 Civic Center Way	(310) 317-1350
Metropolitan	1945 S. Hill St.	(213) 742-1884
Norwalk	12720 Norwalk Blvd.	(562) 807-7340
Pasadena	300 E. Walnut St.	(626) 356-5691
Pomona (North)	350 W. Mission Blvd.	(909) 620-3201
Pomona (South)	400 Civic Center Plz.	(909) 620-3006
Redondo Beach	117 W. Torrance Blvd.	(310) 798-6891
San Fernando	900 Third St.	(818) 898-2655
San Pedro	505 S. Centre Street	(310) 519-6201
Santa Clarita	23747 W. Valencia Blvd.	(661) 253-7316
Santa Monica	1725 Main St.	(310) 260-3641
Torrance	825 Maple Ave.	(310) 222-8808
Van Nuys (East)	6230 Sylmar Ave.	(818) 374-2171
West Covina	1427 West Covina Prkwy.	(626) 813-3223
West Los Angeles	1633 Purdue Ave.	(310) 312-6545
Whittier	7339 S. Painter Ave.	(562) 907-3127

**2. San Bernardino County**

<b>COURT</b>	<b>ADDRESS</b>	<b>PHONE</b>
<b>SUPERIOR COURT</b>		
Court Executive Office & Administration	172 W. Third St., Fl. 2	(909) 387-6500
Appeals & Appellate Division	401 N. Arrowhead Ave.	(909) 387-4758
<b>DISTRICT COURTS</b>		
Barstow	235 E. Mountain View Ave.	(760) 256-4817
Big Bear	477 Summit Blvd.	(909) 866-0150
Central	351 N. Arrowhead	(909) 387-4774
Chino	13260 Central Ave.	(909) 356-5337

## EXHIBIT O

### DIRECTORY OF CALIFORNIA COURTS

#### San Bernardino County, continue

COURT	ADDRESS	PHONE
<b>DISTRICT COURTS</b>		
Fontana	17780 Arrow Blvd.	(909) 356-6473
Joshua Tree	6527 White Feather Rd.	(760) 366-4017
Needles	1111 Bailey Ave.	(760) 326-9245
Rancho Cucamonga	8303 Haven Ave.	(909) 945-4131
Redlands	216 Brookside Ave.	(909) 798-8550
Twin Peaks	26010 State Highway 189	(909) 336-0620
Victorville	14455 Civic Drive	(760) 243-8683

#### 3. Orange County

SUPERIOR COURT	ADDRESS	PHONE
Central Justice Center	700 Civic Center Dr., West, Santa Ana	(714) 834-4735
Harbor Justice Center	4601 Jamboree Rd., Newport Beach	(949) 476-4699
Lamoreaux Justice Center	341 The City Drive South, Orange	(714) 935-7000
North Justice Center	1275 N. Berkeley Ave., Fullerton	(714) 773-4555
West Justice Center	8141 13 <sup>th</sup> St., Westminster	(714) 896-7111

#### 4. Ventura County

SUPERIOR COURT	ADDRESS	PHONE
Main Courthouse	Hall of Justice, 800 S. Victoria Ave.	(805) 654-2965
East County	3855-F Alamo St., Simi Valley	(805) 582-8086
Juvenile Justice	4353 Vineyard Ave., Oxnard	(805) 981-5977

#### 5. San Diego County

SUPERIOR COURT	ADDRESS	PHONE
Central Courthouse	220 W. Broadway	(619) 450-7361

#### 6. Santa Cruz County

SUPERIOR COURT	ADDRESS	PHONE
Santa Cruz	701 Ocean Street	(831) 420-2200

#### 7. San Francisco County

SUPERIOR COURT	ADDRESS	PHONE
Civic Center Courthouse	400 McAllister St.	(415) 551-4000

#### 8. Sacramento County

SUPERIOR COURT	ADDRESS	PHONE
Gordon D. Schaber	720 9 <sup>th</sup> St.	(916) 874-5522

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

**EXHIBIT P**  
**COURT FILING PROCEDURES/  
SPECIFIC RESPONSIBILITIES**

**CONTRACTOR'S COURT FILER**

1. Pick up all court filings from designated mail bins at the County Counsel's main office and other designated County facilities at 10:30 a.m. for morning filings and 2:30 p.m. for afternoon filings.
2. Examine the instruction sheet attached to each filing and/or special request for completeness and filing type.
3. For civil court filings, consult County Contract Project Monitor or designee if there are any questions.
4. File civil documents in central district and outer-branch courts as instructed.
5. Forward conformed copy of document(s) to County Contract Project Monitor or designee.
6. If a problem occurs while filing a document, notify the County Contract Project Monitor or designee, or the Secretary specified on the instruction sheet.
7. If the County Contract Project Monitor, his/her designee, or the Secretary specified on the instruction sheet are unavailable, notify any one of the following of the problem:
  - Paralegal
  - Attorney or alternate
  - Division Secretary
  - Division Chief
8. Obtain a decision from any one of the County staff named in steps 6 and 7 above on how to resolve the problem.
9. If the decision is not to file, proceed to do the following:
  - Note reason for not filing document on instruction sheet.
  - Return instruction sheet and document(s) to County Contract Project Monitor or designee

**COUNTY CONTRACT PROJECT MONITOR/DESIGNEE**

1. File instruction sheet for reference.
2. Forward civil document(s) to appropriate Secretary, Paralegal, or Attorney.

EXHIBIT Q

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: SOUTHERN CALIFORNIA MESSENGERS		
Company Address: 5757 WILSHIRE BLVD #210		
City: LOS ANGELES	State: CA	Zip Code: 90036
Telephone Number: (323) 933-1000	Email address: INFO@MESSENGERS.COM	
Solicitation/Contract For <u>LACOCO</u> Services: DAILY COURT FILINGS & RELATED SVC		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

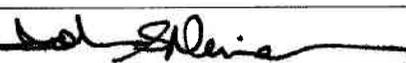
The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

\_\_\_\_\_  
\_\_\_\_\_

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

Print Name: JOHN S NEIMAN	Title: VICE PRESIDENT
Signature: 	Date: 05/08/2013

Date: 05/08/2013





County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

9150 East Imperial Highway  
Downey, CA 90242

TOM TINDALL  
Director

*"To enrich lives through effective and caring service"*

Telephone: (562) 940-3983  
FAX: (562) 803-1896

August 20, 2013

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF  
INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENTS AND  
EXTENSION OF TWO MASTER AGREEMENTS AND RELATED WORK ORDERS  
(ALL DISTRICTS - 3 VOTES)**

**SUBJECT**

Requesting approval to award and execute 8 master agreements under the Information Technology Support Services Master Agreement (ITSSMA) program and extend two (2) existing master agreements and related work orders.

**RECOMMENDATION THAT YOUR BOARD:**

1. Authorize the Director, Internal Services Department (ISD), or his designee, to execute 8 master agreements, substantially similar to Attachment 1, to provide information technology services under the ITSSMA program, with the companies listed on Attachment 2, following approval by your Board for an initial term of five (5) years with two (2) one-year extensions, and six (6) month-to-month extensions.
2. Authorize the Director, ISD or his designee to execute agreements with new vendors as the vendors become qualified throughout the term of the ITSSMA; exercise the renewal option extensions; execute individual work orders; suspend or terminate agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.); add or delete ITSSMA skill categories; extend Master Agreements with related Work Orders for up to 90 days past the expiration date of the recommended ITSSMA; and execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.
3. Approve the extension of two (2) existing ITSSMAs and related work orders as indicated on Attachment 3.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

ISD administers the ITSSMA, which provides an effective and efficient means of acquiring information technology support service professionals to assist County departments with short-term information technology projects. The current Master Agreement expires on September 30, 2013, and there is a continuing need to obtain these professional services to assist the County in implementing technology projects and provide other needed information technology support. Recommendation number 1 requests approval and authority to award master agreements to the companies listed on Attachment 2 to allow ISD to continue the contracted services.

Recommendation number 2 requests that authority be delegated to the Director, ISD to execute agreements with newly qualified vendors; exercise ITSSMA renewal options; execute work orders; suspend or terminate agreements for administrative convenience; add or delete skill categories; extend Master Agreements and related work orders for up to 90 days beyond the ITSSMA expiration date to ensure that critical projects that may be in progress at the end of the term period are completed without interruptions or delays, and; execute applicable agreement amendments should the original contracting entity merge, be acquired, or otherwise have a change in entity.

Recommendation number 3 requests authority to extend two (2) current ITSSMAs to complete services under two (2) related work orders. The ITSSMAs are with Sierra Systems Consultants, Inc., ITSSMA No. DL201 and Endeavor Systems Consultants, Inc., ITSSMA No. DL80. Extending the two (2) work orders will allow current services under the master agreements to continue without re-soliciting two ongoing projects, which can result in delays in services and increased costs. These ITSSMAs will continue under their current terms and conditions which differ slightly from the terms and conditions in the recommended ITSSMA. However, the extended ITSSMAs contain all of the County's terms and conditions which provide the County with appropriate protections. The work orders will not be extended or increased in dollar amounts without Board approval. Additional services will be re-solicited under the recommended ITSSMA.

The work orders will not be extended or increased in dollar amounts. Any additional services will be re-solicited under the recommended ITSSMA.

Professional services are competitively bid on a project-by-project basis to contractors who prequalify to provide services in specific information technology skill categories. The consulting services skill categories are listed in Attachment 4. From time to time, new skill categories are required to address information technology needs.

Your Board's approval of the proposed new ITSSMA will allow ISD and other County departments to continue to obtain information technology professional services. There will be an overlap in contract terms to effectuate the transition of existing work orders.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action supports the County Strategic Plan - Goal 1, Operational Effectiveness and Goal 2 Fiscal Sustainability, by effectively managing County resources.

### **FISCAL IMPACT/FINANCING**

Expenditures under these agreements will vary from year to year based on the needs of County departments, who are responsible for ensuring they have adequate funding prior to requesting services under the ITSSMA. Funding for these services is included in ISD's and other County departments' Fiscal Year 2013-14 Adopted budget. Future funding will be requested in the budget as necessary for each annual term and any extensions.

Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual work order. As has been the policy under the current ITSSMA, departments will be required to notify your Board of any ITSSMA projects that exceed \$300,000 prior to work order execution or amendment.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

Prior versions of the ITSSMA contained a provision that limits a Contractor's monetary liability for damages to County to the amount of the Work Order. Based on our past experience, this limitation has been sufficient to provide a reasonable and acceptable protection to the County. The recommended ITSSMA includes an added protection for County, limiting a Contractor's monetary liability to County for damages up to, and including, the total maximum amount of the applicable work order, or the insurance limits required in Paragraph 33.0 (Insurance Coverage) of the ITSSMA, whichever is greater.

The proposed ITSSMA are not subject to the County's Living Wage Program. County Code 2.121 does not apply to the ITSSMA as these agreements are for temporary and intermittent services, and the work performed by these consultants is highly technical in nature.

### **CONTRACTING PROCESS**

On March 28, 2013, ISD released a Request for Statement of Qualifications (RFSQ) for Information Technology Support Services Master Agreement services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5). Since the release of the RFSQ, 27 responses have been received and reviewed for compliance with the RFSQ. Each Statement of Qualifications (SOQ) was reviewed for compliance with the minimum requirement criteria stated in the RFSQ. Eight vendors were determined to be qualified and are being recommended for the ITSSMA. Additional vendors will be awarded master agreements as they become qualified during the term of the master agreement.

Award of a master agreement does not guarantee a vendor any minimum amount of business. The County only incurs an obligation as individual work orders are issued. All active contractors can bid on services and receive work order availability notices released in the ITSSMA categories where the contractor has been pre-qualified. Work order awards will be made to the

lowest priced qualified contractor unless other selection criteria are set forth in the work order availability notice. Contractors certified as a Local Small Business Enterprise (LSBE) will receive the 8% LSBE preference on their individual work order bids.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure that ISD and County departments continue to receive information technology professional services.

**CONCLUSION**

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Director, ISD.

Respectfully submitted,

TOM TINDALL  
DIRECTOR, ISD

TT:JS:YY  
Attachments (3)

c: Chief Executive Officer  
County Counsel



TOM TINDALL  
Director

County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*"To enrich lives through effective and caring service"*

August 20, 2013

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

Dear Supervisors:

**REQUEST FOR APPROVAL TO AWARD AND EXECUTE  
ENERGY SUPPORT SERVICES MASTER AGREEMENTS AND  
EXTEND FOUR EXISTING MASTER AGREEMENTS  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Requesting approval to award and execute 25 master agreements for Energy Support Services Master Agreement (ESSMA) program and extend four (4) existing master agreements and related work orders.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Internal Services Department (ISD), or designee, to award and execute 25 master agreements, substantially similar to Attachment 1 to provide as-needed energy support services, following approval by your Board, for an initial term of five (5) years and with two (2) additional two-year renewal options and six (6) month-to-month extensions, with the firms listed on Attachment 2.
2. Authorize the Director of ISD or his designee to execute agreements with new vendors as the vendors become qualified throughout the term of the ESSMA; exercise the renewal option extensions; execute individual work orders; suspend or terminate agreements for the administrative convenience of the County when vendors cease to be in administrative compliance (e.g., non-performance related issues, etc.); add or delete ESSMA categories; and execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity.
3. Approve the extension of four (4) existing ESSMAs and related work orders as

indicated on Attachment 3.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

ISD currently administers the ESSMA, which provides a pool of readily available prequalified consultants to assist ISD with effectively managing the County's energy management program. The range of consulting service includes:

- Rates and Analytical Support
- Energy Efficiency Consulting
- Legislation and Regulation Support
- Power Plant and Cogeneration Consulting
- Commissioning and Retro-Commissioning Building Services
- Utility Contracts/Agreement Support
- Categorizing, Recording, and Reporting Greenhouse Gas Emissions
- Environmental Programs Development
- Environmental Programs Development for Communities

Professional services are competitively bid and awarded to prequalified consultants on a project-by-project basis. The current Master Agreement expires on October 15, 2013. There is a continuing need to obtain these professional energy consulting services to help ISD meet the County's energy and utility requirements. Your Board's approval of the proposed new ESSMA will allow ISD to continue to acquire energy support services for the County's energy needs. There will be an overlap in contract terms to effectuate the transition of existing work orders.

Recommendation number 3 requests authority to extend four (4) current master agreements to complete services under four (4) related work orders. The master agreements are with Bevilacqua Knight, Inc., Master Agreement (MA) No. I104079, The Energy Coalition, MA No. I104185, ICF Consulting Services, LLC., MA No. I103909, and Emerald Cities Collaborative, Inc., MA No. I104381. Extending the four (4) work orders will allow current services under the four (4) master agreements to continue without re-soliciting an ongoing project which can result in delays in services and increased costs. The work orders will not be extended or increased in dollar amounts without Board approval. Additional services will be re-solicited under the recommended ESSMA.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal Number 1, Operational Effectiveness; Goal Number 2, Fiscal Sustainability; and Goal Number 3, Integrated Services Delivery.

### **FISCAL IMPACT/FINANCING**

Approval of the recommended agreements does not guarantee a contractor any minimum amount of work. The County only incurs an obligation as individual work orders are issued. Expenditures under this agreement will vary from year to year based on the need for energy consulting services. Funding for these expenditures are included in the Utilities Budget in the current fiscal year, and will be included in subsequent fiscal year budget requests. Expenditures will remain within the budgeted appropriation for such services. Contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual work order.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

The proposed master agreements are not subject to the County's Living Wage Program. County Code 2.201 does not apply to the ESSMA as these agreements are for temporary and intermittent services, and the work performed by these firms is highly technical in nature.

Two of the 25 recommended firms are certified as Local Small Business Enterprises (LSBE). A summary of the CBE Firm Organization Information for the 25 recommended firms is provided in Attachment 4.

### **CONTRACTING PROCESS**

On April 23, 2013, ISD released a Request for Statement of Qualifications (RFSQ) for Energy Support Services and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 5).

Representatives from 23 firms attended the proposer's conference held on May 7, 2013. Since the release of the RFSQ, 30 responses have been received and reviewed for compliance with the RFSQ. Each Statement of Qualifications (SOQ) was reviewed for compliance with the minimum requirement criteria stated in the RFSQ. Twenty-five vendors were determined to be qualified and are being recommended for the master agreement.

New vendors may qualify for a Master Agreement at any time by submitting a SOQ. These vendors will be added to the Master Agreement if they meet the ESSMA

minimum requirements. Thereafter, as services are needed, qualified vendors will be solicited under competitive conditions to provide energy support services under work orders executed by ISD.

All active vendors can receive work order solicitations released in the ESSMA categories where the vendor has been pre-qualified. Work order awards will be made to the lowest priced qualified vendors unless other selection criteria are set forth in the work order solicitation. Vendors certified as a LSBE will receive the 8% LSBE preference on their individual work order bids.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the ESSMA will provide ISD with the ability to effectively and efficiently address the County's energy needs.

**CONCLUSION**

Approval of the recommended agreements will allow ISD to continue managing the County's energy management program.

Respectfully submitted,

TOM TINDALL  
DIRECTOR, ISD

TT:JS:YY  
Attachments (4)

c: Chief Executive Officer  
County Counsel

**ENERGY SUPPORT SERVICES MASTER AGREEMENTS (ESSMA)  
QUALIFIED VENDORS**

1. ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC.
2. BEVILACQUA-KNIGHT, INC.
3. CA CENTER FOR SUSTAINABLE ENERGY
4. DAVID ROSEN AND ASSOCIATES
5. DIGITAL ENERGY
6. EATON ENERGY SOLUTIONS
7. EES CONSULTING
8. ENERNOC
9. E3 GROUP
10. ICF RESOURCES, LLC.
11. JODY LONDON CONSULTING
12. MCKINSTRY ESSENTION, LLC.
13. NEWCOMB, ANDERSON & McCORMICK
14. O'RORKE, INC.
15. PARSONS ENVIRONMENTAL AND INFRASTRUCTURE GROUP, INC.
16. QUANTUM ENERGY SERVICES & TECHNOLOGIES, INC.
17. RENEWABLE FUNDING, INC.
18. ROTH ENERGY
19. SCS ENGINEERS
20. THE BENCHMARK ANALYTICAL REPORT
21. THE ENERGY COALITION
22. TTG TMAD TAYLOR & GAINES
23. YORKE ENGINEERING, LLC
24. 1 EARTH ENERGY CONSULTANTS
25. 1 EARTH MULTI-FAMILY ASSESSMENTS

**CURRENT ESSMA MASTER AGREEMENTS AND RELATED WORK ORDERS  
TO BE EXTENDED**

<b>Vendor</b>	<b>Master Agreement Number</b>	<b>Work Order</b>	<b>End Date</b>	<b>Reason for Extension</b>
Bevilacqua-Knight, Incorporated (BKI)	I104079	E103: AB 811 Program	December 2014	To perform additional tasks from ARRA grant funds received on January 15, 2013
The Energy Coalition, Inc	I104185	E114: Local Government Energy Efficiency	January 2015	To perform additional tasks from ARRA grant funds received on January 15, 2013
ICF Consulting Services, LLC	I103909	E102: Consulting Services	July 2015	To allow Regional Planning to complete project—per Board request to add to existing Work Order
Emerald Cities Collaborative, Inc.	I104381	E121: Workforce Pilot Framework	December 2014	To perform tasks from ARRA grant funds received on January 15, 2013

BKI (Work Order E103)

The scope of work includes programs initiated and continued using American Recovery and Reinvestment Act (ARRA) grants. Funds were received from the Department of Energy (DOE) Energy Efficiency and Conservation Block Grant Program (EECBG), the California Energy Commission, and the Dept of Energy Better Buildings Program. These grants funded Energy Upgrade California (EUC) residential rebates and incentives, workforce development and training, private and public financing programs, marketing/education/outreach, countywide Climate Action Plans, and energy efficiency projects in County buildings. Subsequent funding from the California Public Utilities Commission (CPUC) continues these programs through 2014.

The Energy Coalition, Inc. (Work Order E114)

The scope of work includes programs initiated and continued using CPUC grant funds and will continue through 2014. These funds were used to expand County energy management services to other local government jurisdictions throughout Southern California. Services included aggregated technical and procurement support, and expansion of ISD's Enterprise Energy Management Information System (EEMIS).

ICF Consulting Services, LLC (Work Order E102)

The scope of work includes support for Climate Action Plans for: County Municipal Operations, Unincorporated County General Plan Update, and County-wide. The work was funded through EECBG and CPUC funding and will be continued through 2014.

Emerald Cities Collaborative, Inc. (Work Order E121)

The scope of work includes energy industry workforce outreach, education and training throughout the County, specifically targeting traditionally underserved and underrepresented workforce candidates. This program will compile education, training and apprenticeship opportunities from workforce stakeholders and build a program pathway to energy industry jobs.



August 20, 2013

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

Dear Supervisors:

**CHIEF INFORMATION OFFICE:  
AMENDMENT NUMBER FOUR TO THE MASTER SERVICES  
AGREEMENT NUMBER 75869 WITH INTERNATIONAL BUSINESS MACHINES  
CORPORATION (IBM) FOR  
PROFESSIONAL CONSULTING AND SUPPORT SERVICES  
(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

The Master Services Agreement Number 75869 (Agreement) with International Business Machines Corporation (IBM) provides access to valuable IBM technical resources that can only be obtained from IBM, to assist with planning and ensuring the sustaining viability of services reliant on IBM technologies. Proposed Amendment Number Four (Amendment) extends the Agreement for three two-year extensions allowing County departments to continue acquiring IBM products and consulting services.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Chief Information Officer, or his designee, to sign Amendment Number Four to the Agreement with IBM, substantially similar to the attached Amendment (Attachment I), extending the term of the Agreement for two additional years, from September 6, 2013 to September 5, 2015.
2. Delegate authority to the Chief Information Officer, or his designee, to execute an amendment to exercise the additional two (2) two-year extensions.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Chief Information Office (CIO) is recommending approval of Amendment Number Four, to extend the term of the Agreement through September 5, 2015. Also, the CIO is requesting authorization to execute an amendment exercise the additional two sets of two year extensions.

**DRAFT**

The Amendment extension will give County departments easy access to valuable IBM technical resources that can only be obtained from IBM, to assist with planning and ensuring the sustaining viability of services reliant on IBM technologies. IBM products serve an essential role in the effective operation of the County's computer systems. These services include mainframe support, Internet/Intranet websites, server consolidation, digital content management, database management, legacy system migration, storage management, and systems planning. The Amendment provides a structure that streamlines and standardizes the acquisition process for these services across the County.

The IBM Agreement engagements are executed through a Work Order (WO) process. Since January 1, 2007, Thirty-Seventree (37) WOs have been issued under the Agreement with a total value of \$9,219,626.

### **Implementation of Strategic Plan Goals**

The recommended action supports the County's Strategic Plan Goal Number 1: Operational Effectiveness. The Agreement offers the flexibility necessary to meet varied departmental needs while providing a structure for acquiring desired services through a streamlined acquisition process that is standard across the entire enterprise.

### **FISCAL IMPACT/FINANCING**

By approving this recommended Amendment Number Four, County departments will continue acquiring services under WOs relating to IBM, which govern the terms and conditions set forth in the Agreement. Funding will continue to be obtained from the budgets of departments that are requesting issuance of WOs under the Agreement. The administrative provisions of the Agreement require confirmation that department funding is available before each individual WO is executed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On May 24, 2005, your Board approved the Agreement for a term of three years, with two (2) two-year options for a maximum contract sum of \$4,000,000.

On September 18, 2007, your Board approved Amendment Number One to the Agreement to increase the maximum contract sum from \$4,000,000 to \$7,000,000 for calendar year 2007 to accommodate departmental demand for IBM professional and consulting services.

On August 25, 2009, your Board approved Amendment Number Two to the Agreement to extend the term from September 5, 2009 to September 5, 2011.

**DRAFT**

On August 23, 2011, your Board approved Amendment Number Three to the Agreement, which extends the of the Agreement from September 5, 2011 to September 5, 2013.

The Agreement provides a structure that streamlines the acquisition process for highly skilled IBM technical services. These technical services assist with the planning and implementation of IBM technologies, enable timely problem resolution and ensure that IBM product capabilities are maximized.

The CIO has delegated authority to execute WOs having a maximum sum of \$300,000 or less. All requested WOs over \$300,000 are sent to the Board for approval by the respective County department.

The proposed Amendment Number Four has been approved as to form by County Counsel. All terms and conditions, including information technology (IT) provisions, included in the existing Agreement will continue to apply to the Agreement following execution of the proposed Amendment Number Four.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of Amendment Number Four will provide County departments with continued access to IBM professional and technical resources relating to IBM. There will be no impact upon, or interruption of, the current services being provided by IBM.

**CONCLUSION**

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return one (1) adopted stamped copy of the Board letter and three (3) executed copies of the Amendment to the CIO for further processing.

Respectfully submitted,

RICHARD SANCHEZ  
Chief Information Officer

RS:PL:JH:PA

DRAFT

DRAFT

Attachments (3)

- c: County Counsel  
Chief Information Office

The Agreement provides a structure that maintains the acquisition process for highly skilled IBM technical services. These technical services assist with the planning and implementation of IBM technologies. Such timely problem resolution and ensure that IBM product capabilities are maintained.

The CIO has delegated authority to execute VOA's having a maximum sum of \$300,000 or less. All requested VOA over \$300,000 are sent to the Board for approval by the respective County department.

The proposed Amendment Number Four has been approved as to form by County Counsel. All terms and conditions including information technology (IT) provisions included in the existing Agreement will continue to apply to the Agreement following execution of the proposed Amendment Number Four.

IMPACT ON CURRENT SERVICES FOR PROJECTS

Approval of Amendment Number Four will provide County departments with continued access to IBM professional and technical resources relating to IBM. There will be no impact upon continuation of the current services being provided by IBM.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Director/Clerk of the Board return one (1) signed stamped copy of the Board letter and three (3) executed copies of the Amendment to the CIO for further processing.

Respectfully submitted,

RICHARD SANCHEZ  
Chief Information Officer

RS:RLH/BA

# Board IT Agenda Items

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
DHS	Amendment of the GHX Supply Chain Management system contract for enhancements .	The current DHS GHX system needs to be modified to create interfaces and reports.  <b>Funding Source: DHS FY 2013-14 Operating Budget</b> <b>Existing Agreement: 70447</b>	\$309,000	Health & Mental Health Services	2 years	7/30/2013
FIRE	Execute Work Order Under the County's IBM Master Services Agreement No. 75869 for Fire Facility Management System	Work Order for implementation services to implement Maximo Facilities Management System.  <b>Funding Source: Fire FY 2013-14 Operating Budget</b> <b>Existing Agreement: 75869</b>	\$398,409	Public Safety	TBD	7/30/2013
DPW	El Segundo Area Intelligent Transportation System Project Amendment Number Four to Agreement PW 12694 for Software and Services	This action is to approve and authorize the Director, or her designee to execute Amendment Number 4 to Software and Services Agreement PW 12694 with Iteris, Inc., for the El Segundo Area Intelligent Transportation System Project to extend the agreement term for two years to provide for continued services and maintenance of the system with no increase in the total agreement sum. This action will also delegate authority to the Director of Public Works or her designee to execute future no cost amendments, if necessary, to further extend the term for up to one additional two-year term.  <b>Funding Source: N/A (time-only Amendment)</b> <b>Existing Agreement: PW 12694</b>	NTE \$6,820,782 (approx. \$3.9M spent to date) **No increase requested**	Community & Municipal Services	2 yr. extension + additional 2 yr. (delegated to Dir, DPW)	8/6/2013
DHS	Approval of Amendment to Equipment Maintenance and Repair Services Agreement with Parata Systems and Talyst, Inc.	Approval of Amendment 2 to Equipment Maintenance and Repair Services Agreement with Parata Systems, LLC to add resources and extend the term. Approval of Amendment 1 to agreement with Talyst, Inc., for equipment maintenance and repair services of the automated medication management systems add resources and extend the term.  <b>Funding Source: DHS FY 2013-14 Operating Budget</b> <b>Existing Agreement: H702976</b>	\$1.39M (Parata) + \$1.17M (Talyst)	Health & Mental Health Services	TBD	8/6/2013

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO	IBM Master Services Agreement Amendment Number 4	This Amendment Number 4 will extend the IBM MSA for one 2-year plus allow for two additional optional 2-year extensions. There is not increase in the annual spending cap, which remains at \$4M. The departments using the MSA will identify their funding sources and fund work orders generated under this contract as they originate.  <b>Contract Number: 75869</b> <b>Funding Source: Individual Departmental Budgets</b>	\$0 (Time-only Extensions; Cap remains at \$4M)	Operations	One 2-year extension plus two optional 2-year extensions	8/20/2013
DHS	Agreement for Web-based eConsult System and related services between County and SafetyNetConnect	Agreement for development of eConsult software for DHS ACN and SafetyNetConnect.  <b>Funding Source: DHS FY 2012-13 Operating Budget</b> <b>Existing Agreement: N/A</b>	\$4.8M	Health & Mental Health Services	TBD	8/20/2013
DHS	Network Infrastructure Hardware Purchase for LAC+USC Data Center	Authorizes ISD to purchase new network infrastructure hardware for DHS's LAC+USC Data Center. Since purchase exceeds \$250,000, Board's approval is required.  <b>Funding Source: DHS FY 2013-14 Operating Budget</b> <b>Existing Agreement: NA</b>	\$954,149	Health & Mental Health Services	NA (Fixed Asset Purchase)	9/3/2013
CIO	Los Angeles Region Imagery Acquisition Consortium (LAR-IAC) 4 Agreement	Agreement to acquire digital aerial data for County and participating agencies.  <b>Funding Sources: County Dept Operating Budgets and Participating Cities &amp; Agencies</b> <b>Existing Agreement: LAR-IAC 3</b>	\$4M (Est.)	Operations	3 years, with 9 optional years	10/1/2013

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO/CEO/DHS/ DMH & DCFS	Countywide Master Data Management (CWMDM)	<p>Implement a Master Data Management solution for the entire County, to include:</p> <ol style="list-style-type: none"> <li>1. Development and maintenance of a catalog of enterprise data objects. (Data entities, Authoritative sources, Attributes, Values, Access control and policies).</li> <li>2. Development and maintenance of a catalog of existing system interfaces.</li> <li>3. Development of policies for enterprise information management.</li> <li>4. Building of an Enabling Infrastructure (shared service) for enterprise information management, including Master Data Management; Enterprise Messaging and Service Bus; and Data Analytics.</li> </ol> <p><b>Funding Source: TBD</b> <b>Existing Agreement: N/A</b></p>	TBD	Operations	TBD	10/29/2013
DHS	Agreement with NetScout Systems	<p>Approval of Agreement with NetScout Systems, Inc. for purchase of Hardware, Software and Maintenance &amp; Support Services</p> <p><b>Funding Source: DHS FY 2013-14 Operating Budget</b> <b>Existing Agreement: N/A</b></p>	TBD	Health & Mental Health Services	TBD	11/5/2013
DCFS	Sole Source Agreement with SAS, Inc.	<p>SAS, Inc. to provide consultants to pilot the Advanced Analytics Data Mining project to be used to estimate children at risk and to improve child welfare operations within the department. The proposed pilot would involve DCFS providing to SAS, Inc. three years of de-identified historical data from the existing data structures. SAS, Inc., would link data across the systems and apply its analytic data mining capabilities to identify when certain cases should have merited closer attention.</p> <p><b>Approx. Board Date: TBD</b> <b>Funding Source: DCFS FY 2013-14 Operating Budget (NCC)</b> <b>Existing Agreement: N/A</b></p>	\$99,000	Children & Families Well-being	1 year	
CIO/LASD/FIRE/ OEM	Extension of AlertLA Agreement with 21st Century Communications	<ol style="list-style-type: none"> <li>1. Request one-year extension for AlertLA Mass Notification System with 21st Century Communications System.</li> <li>2. Develop new RFP</li> </ol> <p><b>Approx. Board Date: TBD</b> <b>Funding Source: ITF</b> <b>Existing Agreement: 76945</b></p>	N/A	Operations, Public Safety	1 year	

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
LASD	Multimodal Biometric Identification System (MBIS)	<p>Development of an automated biometric identification system to replace current Cogent system.</p> <p><b>Approx. Board Date: TBD</b>  <b>Funding Source: RAND Board</b>  <b>Existing Agreement: N/A</b></p>	TBD	Public Safety	TBD	
DPW	Contract for Alamitos Barrier Project and Dominguez Gap Barrier Project Telemetry System Maintenance Services	<p>Contract for Alamitos Barrier Project &amp; Dominguez Gap Barrier Project Telemetry System Maintenance Services.</p> <ul style="list-style-type: none"> <li>• Background: The Dominguez Gap and Alamitos Barriers are seawater barriers that are designed to inject freshwater into underground aquifers to create protective pressure ridges and prevent seawater from contaminating groundwater supplies. Portions of the Dominguez Gap and Alamitos Barriers are outfitted with Supervisory Control and Data Acquisition (SCADA) systems that enable operators to remotely monitor conditions and control equipment through COTS user interfaces. Other portions of the barrier systems are manually operated.</li> <li>• Scope: Inspection, maintenance, as-needed repairs, including software configuration and re-programming, and the integration of the manual segments into the automated systems. Note: the Dominguez Gap and Alamitos Barrier systems will remain separate.</li> </ul> <p><b>Approx. Board Date: TBD</b>  <b>Funding Source: Flood Fund (No County General funds)</b>  <b>Existing Agreement: N/A</b></p>	\$600,000 per year for up to 5 years	Community & Municipal Services	1 year, with four 1-year option extensions	
CIO	Use of ITF for Enterprise IT Security and Privacy Awareness Training Software	<p>Use of ITF to acquire and implement the enterprise IT Security and Privacy Awareness training content for use in the County's Learning Net.</p> <p><b>Approx. Board Date: TBD</b>  <b>Funding Source: ITF</b>  <b>Existing Agreement: N/A</b></p>	\$240,000	Operations	N/A	