



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Los Angeles County Registrar-Recorder/County Clerk

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 31, 2017

20 October 31, 2017

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

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL OF CONTRACT NUMBER 17-002
WITH KOFI FILE TECHNOLOGIES, INC. FOR
RESTORATION, REPAIR, SCANNING AND MICROFILMING
OF RECORDS AND INDEX BOOKS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval of Contract #17-002 (Contract) with Kofile Technologies, Inc. (Kofile) for the restoration, repair, scanning and microfilming of records and index books. The index books list records pertaining to real property ownership, birth, death and marriage records.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Department Head, or designee, to execute a contract (Attachment I) for the restoration, repair, scanning and microfilming of records and index books, effective for a period of three (3) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of five (5) years and six (6) months.
2. Delegate authority to the Department Head, or designee, to negotiate and execute amendments provided that County Counsel approval is obtained.
3. Delegate authority to the Department Head, or designee, to execute amendments to increase contract sum up to 10% of the contract sum.
4. Delegate authority to the Department Head, or designee, to terminate the contract as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

The older records are cataloged in index books and the original documents are housed in folders. The books are in sewn, bound record binders with canvas hard covers. The books are stored on roller shelves and the folders containing approximately 100 records each are stored on shelves.

The RR/CC currently has over 800 index books that range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. The index books are original handwritten logs and documents, many of which include amendments consisting of additional handwritten information that was logged in at a later time. The RR/CC also has approximately 3 million certificates stored in folders to be restored and digitized. The folders contain original birth, death and marriage records. Some records may have amendments attached. The original documents and indexes show signs of acidic paper that has undergone decades of heavy use. The sheets have torn holes and edges, cracks and chips resulting in some lost information, and cockles and curls from page turning. Many sheets have been repaired with tape and many of the index divider tabs are missing. The original documents and attachments are brittle, have been repaired with tape and/or staples. A comprehensive restoration program is needed to prevent further deterioration and potential destruction of the County's original historical records.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Strategy III.4 – Engage and Share Information with Our Customers, Communities and Partners. Push data and information to internal and external customers, communities and partners to enable informed decision making and support partnerships.

The proposed Contract provides the public with vital information by offering easy access to quality historical information. The restoration, repair and microfilming services afforded under the recommended Contract will ensure these legal documents are available for public use for generations to come. Furthermore, restored and microfilmed records provide an essential mean for the public to research needed information.

FISCAL IMPACT/FINANCING

The Contract Sum to perform work required under this Contract is Two Million, Two Hundred Thousand dollars (\$2,200,000). With your Board's granted authority, the Contract allows the Department Head, or designee, to execute amendments increasing the contract sum up to 10%. If the option to increase the Contract Sum is exercised, the maximum contract amount for this Contract will not exceed Two Million, Four Hundred and Twenty Thousand dollars (\$2,420,000) and is the

maximum payable to Contractor over the term of the Agreement, including option years.

The RR/CC will fund the Contract with available revenues from various Recorder Special Revenue Funds. There will be no foreseeable impact on the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended Contract with Kofile for the restoration, repair, scanning and microfilming of records and index books will be effective for a period of three (3) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of five (5) years and six (6) months.

All functions of the RR/CC are conducted under the provisions of the State Constitution, State and County Codes.

The recording operation in Los Angeles County is large and complex. It serves the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Documents on file are vital to the real estate, legal and banking communities, the general economy of the County and the daily life of our constituents.

CONTRACTING PROCESS

All documents relating to this solicitation process were authored using models provided by the Internal Services Department on their Purchasing and Contracts intranet website.

The RR/CC Contracts Section released an Invitation for Bid (IFB) for the restoration, repair, scanning and microfilming of records and index books through the County's Open Bids and Solicitations website on June 15, 2017 and sent direct emails to nine commodity codes encompassing over 1,300 vendors. Of those 1,300 vendors, the RR/CC Contracts Section also mailed 570 hard-copy letters to vendors we believed to specialize in restoration and microfilming services.

On June 22, 2017, a mandatory Bidder's Conference was held at the RR/CC Headquarters. A total of six potential bidders attended and on July 13, 2017, the RR/CC Contracts Section received one bid. The bid was reviewed by Contract's staff and it was determined that the bidder met all of the minimum requirements, provided all the required forms, provided applicable references and certified that they could fully meet the needs outlined in the IFB's Statement of Work. As such, the bidder, Kofile, was found to be responsive and responsible to meet the County's requirements and was selected for award.

The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended contract as to form. County Counsel has reviewed this Board letter and has approved the attached contract (Attachment I) as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

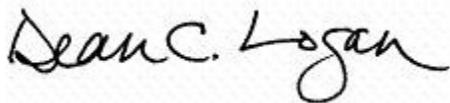
Approval of the recommended contract will allow the RR/CC to repair, restore and archive damaged Index Books and records which are a critical component of the County's public records archive

The Honorable Board of Supervisors

10/31/2017

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Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive style with a large, looped "L" at the end.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:RF:FP

VW:cp

Enclosures

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



CONTRACT NUMBER 17-002

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

KOFILTE TECHNOLOGIES, INC

FOR

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

**CONTRACT #17-002
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**CONTRACT #17-002 FOR
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF
RECORDS AND INDEX BOOKS**

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STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Forms Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
KOFI TECHNOLOGIES, INC.
FOR
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF
RECORDS AND INDEX BOOKS**

This Contract and Exhibits made and entered into this _____ day of _____, 2017 by and between the County of Los Angeles, hereinafter referred to as County and Kofile Technologies, Inc. hereinafter referred to as Contractor. Kofile Technologies, Inc. is located at 6300 Cedar Springs Rd., Dallas, Texas 75235.

RECITALS

WHEREAS, the County may contract with private businesses for Restoration, Repair, Scanning, and Microfilming of Record Index Books Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing restoration, repair, scanning, and microfilming of Records and Index Books Services.; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000.

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

Standard Exhibits:

- Exhibit A - Statement of Work
- Exhibit B - Pricing Schedule
- Exhibit C - Contractor's Proposed Schedule
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibit G - Forms Required at the Time of Contract Execution
- Exhibit H - Jury Service Ordinance
- Exhibit I - Safely Surrendered Baby Law

2.0 DEFINITIONS

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

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to 2 additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of 5 years and 6 months. Each such option and extension shall be exercised at the sole discretion of the (Board of Supervisors or Department Head or his/her designee as authorized by the Board of Supervisors). 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.
- 4.3 The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to

(Department) at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT SUM

- 5.1 The "Contract Sum" to perform the Work required under this Contract is Two Million, Two Hundred Thousand dollars (\$2,200,000).
- 5.2 Contract allows the Department Head, or designee, to execute amendments increasing the contract sum, up to 10% of the original Contract Sum. If the option to increase the Contract Sum is exercised, the maximum contract amount for this Contract will not exceed Two Million, Four Hundred and Twenty Thousand dollars (\$2,420,000) and is the maximum payable to Contractor over the term of the Agreement including option years.
- 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 maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.
- 5.5 **No Payment for Services Provided Following Expiration/ Termination of Contract**

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

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies
- 5.6.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.6.7 **Local Small Business Enterprises (LSBE) Prompt Payment Program** (if applicable)

If applicable, Certified LSBEs will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

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

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's 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's Project Manager.

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

7.1.3 The Contractor's Project Manager must have 3 years of experience.

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's Project Manager.

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but 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 the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 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 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.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by (Department Head or his/her designee OR it may have to be executed by the Board of Supervisors).
- 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 Department Head or designee.

- 8.1.3 The Department Head or designee or Board of Supervisors, 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 Department Head or designee.

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 sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which 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 applicable provisions of this Contract.
- 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 services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 3 business day for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 3 business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 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 EEO Certification.

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

8.9 Conflict of Interest

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

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN/GROW 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. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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 the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the

proposed decision and recommendation of the Contractor Hearing Board.

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

8.12.5 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 Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at 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(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, 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 sub-paragraph 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 sub-paragraph, 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 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 sub-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 Sections 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 Sub-Contractor 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 NAIC (National Association of Insurance Commissioners) 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 e-mailed to with a subject line: "17-002 Insurance Evidence of Coverage."

Attention: Contract Monitor
Contracts@rrcc.lacounty.gov

Certificates and copies of any required endorsements must also be mailed to:

County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5115
Norwalk, CA 90650
Attention: Contract Monitor

- 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 Sub-Contractors 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 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 Change 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 ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 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 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor 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 (3) 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 thirty (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.

- **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 (3) years following this Agreement's expiration, termination or cancellation.

- **Property Coverage**

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

8.26 Liquidated Damages

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

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

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

8.26.3 The action noted in sub-paragraph 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 sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, 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 sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-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 (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 (1) 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's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) 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 sub-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 Invitation for Bids (IFB) 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 bid 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:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's 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 bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 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 (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 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 thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 This sub-paragraph applies to Living Wage Contracts only. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's

employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

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's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Before any Subcontractor employee may perform any work hereunder 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 via email with a subject line: "17-002 Insurance Evidence of Coverage."

Attention: Contract Monitor
Contracts@rrcc.lacounty.gov

Certificates and copies of any required endorsements must also be mailed to:

County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5115
Norwalk, CA 90650
Attention: Contract Monitor

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 sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this

Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - 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 ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor 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 sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to

demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-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 sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor; or
 - The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-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 sub-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 Los Angeles County Code Chapter 2.206.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

8.53 Time Off For Voting

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

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Local Small Business Enterprise (LSBE) Preference Program

9.1.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 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 LSBE.

9.1.3 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 LSBE.

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.2 Social Enterprise (SE) Preference Program

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.2.4 If Contractor has obtained County certification as a SE 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, Contractor shall:
 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.3 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201>)

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

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

9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE 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, Contractor shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, 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 the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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

CONTRACTOR: Kofile Technologies, Inc.

By _____
Signature

Printed Name

Title

COUNTY OF LOS ANGELES

By _____
DEAN C. LOGAN
Registrar-Recorder/County Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
GINA V. EACHUS
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

FOR

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

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RESTORATION, REPAIR, SCANNING AND MICROFILMING OF RECORDS AND INDEX BOOKS

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**EXHIBIT A
STATEMENT OF WORK FOR 17-002
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF RECORDS
AND INDEX BOOKS**

1.0 SCOPE OF SERVICE

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

The older records are cataloged in index books and the original documents are housed in folders. The books are in sewn, bound record binders with canvas hard covers. All records are housed in the RR/CC headquarters facility basement. The books are stored on roller shelves and the folders containing approximately 100 records each are stored on shelves.

The RR/CC currently has over 800 index books that range from fair to poor condition with broken or missing metals, worn and torn coverings, exposed boards and some missing spines causing difficulty in identifying the years and categories. The index books are original handwritten logs and documents, many of which include amendments consisting of additional handwritten information that was logged in at a later time. The RRCC also has approximately 3 million certificates stored in folders to be restored and digitized. The folders contain original birth, death and marriage records. Some records may have amendments attached. The original documents and indexes show signs of acidic paper that has undergone decades of heavy use. The sheets have torn edges and holes, cracks and chips resulting in some lost information and curls and cockles from page turning. Many sheets have been repaired with tape and many of the index divider tabs are missing. The original documents are brittle, have been repaired with tape and have attachments with tape and/or staples. A comprehensive restoration program is needed to prevent further deterioration and potential destruction of the County's original historical records.

All functions of the RR/CC are conducted under the provisions of the State Constitution, State and County Codes. The recording operation in Los Angeles County is large and complex. It serves the public and other County departments such as the Assessor, Health Services, Public Social Services, Treasurer and Tax Collector and Regional Planning. Documents on file are vital to real estate, legal and banking communities, the general economy of the County and the daily life of our constituents. The office processes two

million real and personal property documents and 750,000 birth, death and marriage records annually and serves approximately 2,000 customers daily.

To meet the RR/CC mission objectives, a comprehensive records restoration and preservation program is of paramount importance.

2.0 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 the Agreement. 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:

- 2.1 An inspection system covering all services listed in Exhibit 2 (Performance Summary (PRS) Chart) of Exhibit A (SOW). It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement, Paragraph 8 (Standard Terms and Conditions), Paragraph 8.15 (County's Quality Assurance Plan).

3.1 Monthly Conference Calls:

Contractor is required to meet with the County Project Manager via conference call on a monthly basis. At the sole discretion of the County, County Project Manager may request a scheduled meeting to be held in person at RR/CC Headquarters.

3.2 Contract Discrepancy Report (Exhibit 1 of SOW/Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor 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 Monitor 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 Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Agreement

Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

3.3 County Observations

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

4.0 RESPONSIBILITIES

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

COUNTY

4.1 Personnel

The County will administer the Contract according to the Agreement, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Agreement, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 (Amendments).

4.2 Furnished Items

4.2.1 RR/CC will identify the records and index books to be sent to the Contractor for restoration and repair. County makes no promises on the minimum or maximum number of books to be restored under the Agreement. Contractor will prepare a transmittal listing of all the records and books in the specified shipment "transmittal list or listing" as used herein shall mean an inventory of records and index books sent to Contractor for Restoration and Repair services. County will review and approve the transmittal.

4.2.2 Other Tasks:

- a) Contractor will pack the identified records and index books using Contractor provided shipping materials and labels. Contractor will coordinate pick up.

- b) Upon return of the index books, RR/CC will check the books received against the transmittal listing previously provided by Contractor and approved by County. Any discrepancy will be immediately reported to Contractor's Project Manager.
- c) RR/CC shall review the Treatment Report as specified in Paragraph 6.1 of this Statement of Work, and conduct a physical inspection of index books to determine acceptance of Work. If RR/CC deems Work unsatisfactory, County Project Manager shall complete the Contract Discrepancy Report as specified in Paragraph 7.2 of this Statement of Work to correct the performance standard.

CONTRACTOR

4.3 Contractor Project Manager

- 4.3.1 Contractor shall provide a full-time Project Manager and a designated alternate. Contractor shall provide a telephone number or email where the Contractor Project Manager can be reached Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time.
- 4.3.2 Contractor Project Manager shall act as the central point of contact with the County.
- 4.3.3 Contractor shall appoint an alternative management staff person to act as the Project Manager in the event the Contractor Project Manager is not available. The alternate person shall meet the same minimum requirements and shall be available by telephone or e-mail Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Standard Time.
- 4.3.4 Contractor Project Manager and alternate manager shall have 3 years of experience in the management of records restoration and preservation.
- 4.3.5 Contractor Project Manager/alternate management staff shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Contractor Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 4.3.6 Contractor shall quickly replace any Contractor Project Manager that does not meet County Project Manager approval. If necessary, Contractor shall replace Contractor Project Manager within 10 calendar days and submit resume for County's Project Manager approval.
- 4.3.7 Contractor Project Manager/alternate shall be available to meet with County's Project Manager for periodic consulting either in person, by telephone, or via e-mail. Meetings will be held to discuss problem solving and/or ideas for improving services.

4.4 Personnel

- 4.4.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**
- 4.4.2 Contractor shall adhere to the employee background check of their employees as set forth in Paragraph 7.4 (Background & Security Investigations) of the Agreement.

4.5 Uniforms/Identification Badges

- 4.5.1 Contractor employees or agents shall enter and exit County facility using the public entrance.
- 4.5.2 Contractor's employee or agent are subject to reasonable dress codes when in County facility; shall not bring visitors into the facility; shall not bring in any form of weapons or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to authorized search; shall conduct themselves in a reasonable manner at all times; not cause any disturbance in the facility; and otherwise are subject to all rules and regulation's of the facility.
- 4.5.3 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Agreement. Such badge shall be displayed on employee/agent's person at all times he/she is in County facilities.
- 4.5.4 Contractor employees or agents shall present picture identification to RR/CC personnel before picking up or delivering restoration material.

4.6 Materials and Equipment

Contractor is responsible for the purchase of all supplies, materials and equipment to provide the required services. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

4.7 Training

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear when operating equipment in accordance with OSHA standards.

4.8 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. Pacific Standard Time, Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance on the Agreement. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.9 Furnished Items

Contractor shall deliver to RR/CC completed restored and repaired records, index books, scanned images and microfilm as specified in this Statement of Work.

5.0 SPECIFIC CONTRACTOR TASKS

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

5.1 GENERAL REQUIREMENTS

- 5.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of restoring paper files, scanning and creating microfilm as may now be in effect or as any of them may be modified or amended from time-to-time or as may be enacted and effective during the Agreement term.
- 5.1.2 Contractor's operation should be no more than 600 miles (driving) from County's headquarters office.
- 5.1.3 Contractor shall provide all personnel, supplies, and equipment required to perform the services specified in this SOW.
- 5.1.4 Contractor shall have sufficient capacity to handle up to fifty (50) index books and/or 30,000 certificates at a time. County makes no promises on the minimum number of index books/certificates to be sent at one time.
- 5.1.5 Index books shall be picked up and returned to:

County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Hwy, Room 5001A
Norwalk, CA 90650
(562) 462-2081
Attention: Portia Sanders

- 5.1.6 Contractor shall return the completed index books, scanned images and/or microfilm within twelve (12) weeks from the pick up date.
- 5.1.7 Contractor shall redo any and all completed index books, images or microfilm that do not meet SOW specifications at no additional cost to RR/CC.
- 5.1.8 Contractor shall establish an answering service for all service call/requests from RR/CC requiring information from index books currently in Contractor's possession.
- 5.1.9 Contractor shall return to County Project Manager, all County property in Contractor's possession upon expiration or termination of the Agreement.
- 5.1.10 Contractor employee or agent, "agent" as used herein shall mean Contractor's third party representative, shall review and sign transmittal list acknowledging pick up of index books. Transmittal list will also be signed by RR/CC staff. One copy of the transmittal list shall be left with RR/CC and another copy shall be delivered to Contractor with the index books for restoration.
- 5.1.11 Contractor employee or agent shall prepare and sign a transmittal listing of the index books being returned to RR/CC. RR/CC will acknowledge receipt of completed index books and sign off.
- 5.1.12 Contractor employee or agent shall NOT pick up or deliver records, index books or microfilm without the transmittal list. If Contractor employee or agent cannot obtain signature, Contractor employee shall call the County Project Manager to resolve the issue.
- 5.1.13 Contractor's Project Manager or alternative shall call the County Project Manager when a delay of any type is anticipated.
- 5.1.14 Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from RR/CC.
- 5.1.15 Contractor shall conduct quality control checks including a comparison to the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) to verify page order.

- 5.1.16 Contractor restoration process/treatment of each record shall result in a life expectancy of at least 300 years. Microfilm should be browned and have a life expectancy of 500 years.
- 5.1.17 Contractor shall be able to retrieve information from any index book or certificate in Contractor's possession to service RR/CC's customers. Contractor shall transmit requested information and/or images from documents/books to RR/CC within 24 hours from request.

5.2 SHIPPING AND RECEIVING

- 5.2.1 Contractor shall provide all packing materials, instructions, and mailing labels.
- 5.2.2 Contractor shall track all shipments while in transit to ensure receipt and return of the index books. All shipments shall be tracked and fully insured.
- 5.2.3 Contractor shall provide shipping/courier services. Shipping charges will be billed "at cost" to County with no additional charge for handling.
- 5.2.4 Contractor shall notify RR/CC when records and index books are received at their facility.
- 5.2.5 Contractor shall provide to County Project Manager shipping and receiving receipt.
- 5.2.6 Contractor shall verify titles with transmittal list. Stamping sheet for books shall be printed and faxed to RR/CC for approval.

5.3 RESTORATION AND REPAIR PROCESS

- 5.3.1 Contractor shall have the capability to convert fifty (50) books consisting of approximately 100 pages within twelve (12) weeks.

- 5.3.2 Treatment Report:

Contractor shall document all restoration and repair work for records and index books on the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) in this Statement of Work.

- 5.3.3 Dismantle Bindings:

Contractor shall completely dismantle the index book. Index book spine and folds of the sections shall not be cut in any way off the backs of the

documents. The text block shall be well cleaned and carefully disassembled. Dismantling shall include:

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

5.3.4 Repair/Restore:

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

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

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

5.3.4.4 Contractor shall repair or replace index tabs as necessary.

5.3.5 Trim/Flatten:

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

5.3.6 De-acidification:

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

5.3.7 Preservation:

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

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

5.3.7.3 Loose leaf volumes shall be in binder as follows:

- Cover material of County's choice (see below Section 5.3.8.1)
- Metals of .035 gauge polished nickel plated cold rolled steel.
- Upright rough post diameter as necessary 5/16 or as original
- Binders shall be lettered on spine with gold foil and according to stamping information supplied by Contractor and approved by County Project Manager.

5.3.8 Rebinding:

5.3.8.1 As needed, Contractor shall provide suitable permanent binders that would preserve the quality of the index books. Contractor shall provide County Project Manager a minimum of three (3) samples covers to choose from and County Project Manager shall select and approve cover prior to Contractor proceeding with any work.

5.3.8.2 Binding style can be "case construction" with reinforcement in the end papers, cover to text attachment and cover construction. Any re-sewing should follow existing sewing stations and include sewing end papers.

5.3.8.3 Sewing shall be done by hand, with sewing thread thickness evaluated and selected for each volume. Sewing thread shall be unbleached linen stock or equivalent. Tapes shall be linen or cotton.

5.3.8.4 Backing material shall be linen of 50-75 threads per square inch weight.

5.3.8.5 End sheets shall be durable alkaline machine-made paper such as 80 pound text Mohawk Super Fine ivory or 100 pound text weight Mohawk Super Fine Soft White or equivalent.

5.3.8.6 Hinge shall be of Library Buckram or equivalent and most open with no strain on text block.

5.3.8.7 Boards shall be of high quality acid-free binder board and must be of sufficient thickness to preclude sagging or warping due to moisture or use.

5.3.8.8 Cover material shall be hard-finish Hewitt vegetable tanned goat skin or equivalent.

5.3.8.9 Tooling shall be performed with 23-karat gold foil.

5.3.9 Book Title Stamping:

5.3.9.1 Title of book shall follow the same format/style or the original, if applicable. If any discrepancy is found, Contractor shall notify RR/CC. Any changes shall be reported and approved by RR/CC before any changes are made.

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

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

5.3.10 Treatment Report Preparation:

Contractor shall prepare the Treatment Report as specified in Paragraph 6.1 (Reporting Requirements) for RR/CC's review and inspection as specified in Paragraph 4.2.2 (c) of this Statement of Work.

5.4 MICROFILM AND SCANNING PROCESS

5.4.1 COMPLIANCE WITH APPLICABLE LAWS

5.4.1.1 Contractor shall comply with all applicable standards, rules, regulations, ordinances, statutes, and laws pertaining to the operation of converting digital images to microfilm, as may now be in effect or as any of them may be modified or amended from time to time.

5.4.2. SPECIFIC WORK REQUIREMENTS

5.4.2.1 The conversion of hardcopy to scanned image/microfilm service requirements are as follows:

5.4.2.1.1 Photographic reproduction of records will include:

- Capturing the front side of each certificate/amendment in grayscale or color.
- Baseline image enhancement and QC to assure that the raw images are artifact free.
- Re-scanning and auto image enhancement based on the characteristics of the source document set.
- Conversion of grayscale/color images to bitonal TIFF 6.0 using industry standard ITU G4 lossless compression.

5.4.2.1.1 QC of each auto-enhanced image.

5.4.2.1.2 Manual zonal enhancement wherever and whenever needed to meet the County's quality standard.

5.4.2.1.3 Indexing each certificate with the Book/Page # or LRN.

5.4.2.1.4 Final processing of image files for film production.

5.4.3. SPECIFICATIONS: VITAL RECORDS (Birth, Death, Marriage, Affidavits and Delayed Certificates):

5.4.3.1 Film Microfilm

- 16mm Film
- 215 Ft Roll

5.4.3.2 Film Stock Vital Records

- 4 mil
- Silver base
- Polyester
- Type negative

5.4.3.3 Film Density

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

5.4.3.4 Film Life Expectancy (archival quality)

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

5.4.3.5 Reduction Ratio

- 25.1

5.4.3.6 Images

- Comic mode (Across Film)
 - Approx. 4000 images per 215 FT. Roll
- 5.4.3.7 Image Quality
- Resolution
 - Image sharpness
 - Clarity of characters
 - Image complete, no portion of image omitted
- 5.4.3.8 Image Mark
- Apply medium blip (1st Page) of each document
- 5.4.3.9 Border
- None
- 5.4.3.10 Film Identification
- Identify the following on each roll of microfilm:
- 1ST Page - Start
 - 2ND Page - Registrar- Recorder
 - County Clerk
 - Official Records
 - Vital Records (event, year and certificate number range)
 - Last Page – End
- 5.4.3.11 Film Packaging
- Contractor shall deliver completed microfilm in container that ensures the preservation of the quality of the product and complies with the standards set forth by ANSI and AIIM.
 - All microfilm roll containers shall contain the following information:
 - Registrar-Recorder/County Clerk
 - Type of Records/ Year
 - Identify the first and last document number on the roll of film
 - Roll Number
 - Creation Date
 - Name and address of entity producing the roll of film
 - Microfilm rolls that do not contain the required information on the label shall be returned to the Contractor for re-labeling.
 - When duplicates are provided, Contractor shall identify on the delivery package and billing sheet that the film is a duplicate copy.

5.5 MODIFICATION OF REDUCTION RATIO

Contractor shall provide 4,000 per roll for Vital Records. During the term of the Agreement, the reduction ratio may be modified from time to time and records per

roll increased or decreased based on the needs of the County, upon fifteen (15) days written notice by County to Contractor.

5.6 SECURITY

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

5.7 CONFIDENTIALITY PROTOCOLS

- 5.7.1 Contractor shall comply with Paragraph 7.5 (Confidentiality) in the body of the Agreement and shall implement confidentiality, security and other related requirements of this Statement of Work and elsewhere in the Agreement and the following protocols to ensure all information contained in the index books and certificates are kept secure and confidential. County shall seek any remedies provided in this Statement of Work and elsewhere in the Agreement, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Agreement as provided in the Agreement for Contractor's failure to comply with related confidentiality and security requirements.
- 5.5.2 Contractor, its employees or agents are prohibited from copying, recreating or duplicating any part of County records in its possession without the express written authorization from County.
- 5.5.3 Contractor shall not provide a third party with any information from the index books or certificates without the express written authorization from County.
- 5.5.4 Contractor shall have each employee working on RR/CC records and/or index books sign the Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit G) prior to working on RR/CC index books and/or certificates.

6.0 REPORTING REQUIREMENTS

6.1 TREATMENT REPORT

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

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

6.2 QUARTERLY REPORTS

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

- Total number of books and/or certificates processed for each quarter. Quarter months are as follows:
 - July, August, September
 - October, November, December
 - January, February, March
 - April, May, June
- Provide a breakdown on the level of deterioration of records and books restored/repaired.
- Total number of images scanned
- Total number of microfilm rolls created
- Provide the total cost for the quarter.

7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

7.1 All listings of services used in Exhibits found in the Statement of Work are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of

apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 7.2 The services required under this SOW will be monitored by County to ensure the requirements of the Agreement are being met. County Project Manager will oversee the day-to-day administration of the Agreement and will use Exhibit 2, Performance Requirement Summary (PRS) chart to monitor the requirements of the Agreement. If at any time during the term of the Agreement, the work does not meet the performance standards, the County Project Manager shall prepare a Contract Discrepancy Report (CDR) (Exhibit 1, SOW/Exhibit A). The County Project Manager will issue the CDR to the Contractor within five (5) working days of discovering the unsatisfactory performance. Contractor shall respond to RR/CC within five (5) working days from receipt of the CDR and correct the discrepancy at no additional cost to RR/CC.
- 7.3 County Project Manager will work with Contractor's Project Manager to coordinate requirements and correct any problems that could threaten the timely completion of the Project. Serious or repeated problems will be referred to the County Project Director. The decision to impose any penalty as stated in the Paragraph 8.26 (Liquidated Damages) of the Agreement shall rest solely on the County Project Director and his/her decision shall be final. Contractor's failure to correct and sustain acceptable work performance shall be referred to RR/CC or designee for review and possible termination of the Agreement.

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

All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

9.0 UNSCHEDULED WORK

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

- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within ten (10) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor

EXHIBIT 1
TO STATEMENT OF WORK
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

**EXHIBIT 1
TO STATEMENT OF WORK FOR 17-002
CONTRACT DISCREPANCY REPORT**

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

**EXHIBIT 2
TO STATEMENT OF WORK FOR 17-002
PERFORMANCE REQUIREMENTS SUMMARY**

**EXHIBIT 2
TO STATEMENT OF WORK
PERFORMANCE REQUIREMENTS SUMMARY CHART (PRS) CHART**

Listed below are the required services which will be monitored by the County during the term of the Agreement. Listed are the required standard of service, maximum allowable deviation from the performance standard, method maintaining compliance, and action to be taken for exceeding the allowable deviation from the standard.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
AGREEMENT: Paragraph 7.0 – (Administration of Contract- Contractor), Paragraph 7.1 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Observation and Inspection	\$50 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Paragraph 8.38 (Record Retention & Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38	Inspection	\$50 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation and Inspection	\$100 per occurrence; possible termination for default of contract
SOW: Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.1 (Contractor)	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone, e-mail, or pager, Monday thru Friday, 8:00 a.m. – 5:00 p.m., PST.	Observation	\$50 per occurrence.
SOW: Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.3 (Contractor)	Contractor's shall provide an alternative management staff person to act as the Project	Observation and Inspection	\$1,000 per day.

**EXHIBIT 2
TO STATEMENT OF WORK FOR 17-002
PERFORMANCE REQUIREMENTS SUMMARY**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	Manager in the event the Project Manager is not available by telephone , e-mail or pager, Monday thru Friday, 8:00 a.m. until 5:00 p.m. P.S.T.		
SOW: Exhibit A, Paragraph, 4.0 (Responsibilities), Paragraph, 4.3.6 (Contractor)	If necessary, Contractor shall replace Project Manager within 10 calendar days and resume approved.	Observation and Inspection	\$1,000 per day
SOW: Exhibit A, Paragraph 5.0 (Specific Contractor Tasks), Paragraph, 5.1.3 (General Requirements)	Contractor shall have sufficient capacity to handle up to fifty (50) index books or 30,000 records at a time.	Observation and Inspection	\$1,000 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.5 (General Requirements)	Contractor shall return the completed index books within twelve (12) weeks from the pick up date.	Inspection	\$1,000 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.8 (General Requirements)	Contractor shall respond to all requests from RR/CC staff within two (2) hours of original request.	Observation and Inspection	\$1,000 per day per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.14 (General Requirements)	Contractor shall not conduct any alterations, changes or insertions of any new material in any record without written approval from RR/CC.	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks),	Contractor shall conduct quality control checks including a	Observation and Inspection	\$1,000 per occurrence

**EXHIBIT 2
TO STATEMENT OF WORK FOR 17-002
PERFORMANCE REQUIREMENTS SUMMARY**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Paragraph, 5.1.15 (General Requirements)	comparison to the Treatment Report sheet to verify page order.		
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.1.17 (General Requirements)	Contractor retrieves information from any index book in Contractor's possession and transmits requested information and/or images from documents/books to RR/CC within 24 hours from request.	Observation and Inspection	\$100 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraphs, 5.2.1 and 5.2.3 (Shipping & Receiving)	Contractor shall provide all packing materials, instructions, and mailing labels to RR/CC and shipping/courier services. Shipping charges are billed "at cost" with no additional charge for handling.	Observation and Inspection	\$1,000 per occurrence. Any cost incurred by County will be referred to Contractor or deducted from payment due Contractor
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.2.5 (Shipping & Receiving)	Contractor shall notify RR/CC when records and index books are received at their facility.	Observation and Inspection	\$500 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.3 (Dismantle Bindings)	Contractor dismantles the index books as specified in Paragraph 5.3.3.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0(Specific Contractor	Contractor performs all repaired and restored tasks as specified	Observation and Inspection	\$1,000 per occurrence.

**EXHIBIT 2
TO STATEMENT OF WORK FOR 17-002
PERFORMANCE REQUIREMENTS SUMMARY**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.4 (Repair/Restore)	in Paragraph 5.3.4.		
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.5 (Trim/Flatten)	Contractor hand trims sheets as specified in Paragraph 5.3.5.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph, 5.3 (Restoration and Repair Process), 5.3.6 (De-Acidification)	Contractor de-acidifies and buffs each page/folio as specified in Paragraph 5.3.6.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.7 (Preservation)	Contractor shall provide all preservation tasks as specified in Paragraph 5.3.7.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.8 (Rebinding)	Contractor shall provide all rebinding tasks as specified in Paragraph 5.38.	Observation and Inspection	\$1,000 per occurrence.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.9 (Index Book	Contractor shall provide all index book title stamping tasks as specified in Paragraph 5.39.	Observation and Inspection	\$1,000 per occurrence

**EXHIBIT 2
TO STATEMENT OF WORK FOR 17-002
PERFORMANCE REQUIREMENTS SUMMARY**

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Title Stamping) SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.3 (Restoration and Repair Process), 5.3.10	Contractor shall prepare the Treatment Report for RR/CC's review and to use for the physical inspection of index books to determine acceptance of Work.	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraphs 5.4.1 and 5.4.2	Contractor complies with all the security requirements as specified in Paragraphs 5.4.1 and 5.4.2.	Observation and Inspection	\$500 per day.
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraph 5.4.3	Contractor shall notify County Project Manager of any changes to the Security and Control Procedures within ten (10) days of making changes	Observation and Inspection	\$1,000 per occurrence
SOW: Exhibit A, Paragraph, 5.0 (Specific Contractor Tasks), Paragraph 5.4 (Security), Paragraph 5.4.4	Contractor shall provide the Security and Control Procedures to County within ten (10) days of Agreement start date.	Observation and Inspection	\$1,000 per occurrence

/ /

**EXHIBIT B
PRICING SCHEDULE FOR 17-002
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF
RECORDS AND INDEX BOOKS**

Items for Restoration and Repair Services will include, but is not limited to the processes listed Section A. It is understood that items vary in size and state of deterioration. The prices listed in Section B represent a realistic price based on a thorough review and understanding of the Statement of Work. The unit prices provided in Section B shall include labor and materials, including any applicable taxes, and shall be a **not to exceed amount** for the corresponding size of the item in the corresponding state of deterioration.

SECTION A:

<u>Labor - Process:</u>	<u>Materials:</u>
<ul style="list-style-type: none">• Evaluation of each item and recording on Treatment• Dismantling• Collating un-numbered document• Tape removal• Staple removal• Surface cleaning• Trimming• Mending tear• Re-covering• Alkalizing• De-acidification• Page Encapsulation• Assembly into binders• Quality Control check• Final documentation• Packing• Scanning• Quality Assurance• Microfilm production	<ul style="list-style-type: none">• Packing supplies• Acid-free paper• Japanese tissue• Ethyl cellulose adhesive• Wei T'o solution or magnesium oxide for non-water soluble inks• 16mm microfilm• Acid free microfilm cases• And any applicable tax • Shipping costs will be billed at the actual cost charged by carrier

SECTION B - Costs per item:

	UNIT PRICES - LEVEL OF DETERIORATION		
SIZE	LOW (Fair)	MEDIUM	POOR
	<ul style="list-style-type: none"> ➤ Small tears in pages ➤ Minimal usage of scotch tape ➤ minimal acidification ➤ outer binder worn, but still readable 	<ul style="list-style-type: none"> ➤ noticeable tears and small bits of missing pieces from pages ➤ moderate usage of scotch tape ➤ moderate acidification ➤ outer binder torn, but in tact for most part 	<ul style="list-style-type: none"> ➤ large tears in pages or large pieces missing from pages ➤ extensive use of scotch tape ➤ extensive acidification ➤ pages loose from binder ➤ large curls in paper ➤ binder crumbling, spines missing, in several pieces
10 x 10	\$4.65 per Page	\$4.90 per Page	\$5.15 per Page
15 x 17	\$5.45 per Page	\$5.70 per Page	\$6.20 per Page
18 x 14	\$5.45 per Page	\$5.70 per Page	\$6.20 per Page
Certificates	\$3.90 per Certificate	\$4.15 per Certificate	\$4.40 per Certificate

SECTION C - Additional Costs per item:

Tenacity Champ Binders:

Limitation: \$ Included in price

Genuine leather \$ Included in price

Disaster Safe County Binder (DSB):

Imitation Leather: \$ Included in price

Pricing shall include restoration, scanning and microfilming.

Pricing for “Low” Binders should include pricing with or without Mylar encapsulation.

Pricing for “Low” binders should include a price for treatment of Photostat images.

ASSUMPTIONS TO PRICING SCHEDULE

- Pricing is presented at a per page unit price, as this directly correlates to the effort required to perform each of the services.
- A page is defined as one side of a sheet of paper. One sheet contains two pages.
- Complete preservation (conservation treatments, repair, deacidification, encapsulation, and binding) is always included in all of Kofile's services. Even media with low deterioration benefit from encapsulation. All pricing includes encapsulation.
- Pricing for low levels of deterioration include the treatment of Photostat images.
- The pricing for certificates is per certificate (not page). Amendments that are separate pieces of paper are also charged as a certificate.
- If the back (verso) of the certificate is blank, then it is encapsulated back-to-back to allow for greater storage.
- In addition to the binders requested, DSBs are offered as an option at no additional cost.
- Kofile's Lay Flat Archival Polyester Pockets™ are offered as an option at no additional cost.

CONTRACTOR'S PROPOSED SCHEDULE

Not Applicable to Contract #17-002

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

**EXHIBIT F
CONTRACTOR ADMINISTRATION FOR 17-002
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF
RECORDS AND INDEX BOOKS**

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

**EXHIBIT G
CONTRACTOR ACKNOWLEDGEMENT &
CONFIDENTIALITY AGREEMENT FOR 17-002**

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.
- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

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 I
SAFELY SURRENDERED BABY LAW FOR 17-002
RESTORATION, REPAIR, SCANNING AND MICROFILMING OF RECORDS AND INDEX
BOOKS**

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

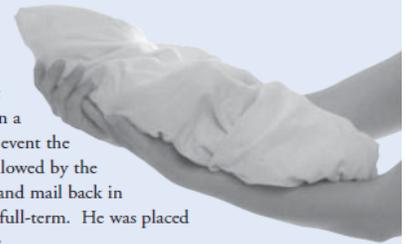
What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.



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.

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



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Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

