

APPENDIX A

STATEMENT OF WORK

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STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

- 1.1 The purpose of this Request for Bids (RFB) is to create a Bench of businesses that can provide one or more of the following legal services at the request of The Office of the County Counsel. Contractor may bid and perform any of the following legal services; As-Needed Court Filing Services, As-Needed Service of Process Services, As-Needed Subpoena Services, As-Needed Messenger Services, As-Needed e-Discovery Services, As-Needed Court Reporting Services, and As-Needed Photocopy & Duplication Services upon request from County Counsel personnel, as further described in this Appendix A – Statement of Work.
- 1.2 Upon request by County Counsel personnel, Contractor shall provide services as described in this Appendix A – Statement of Work to all County site locations listed in [Appendix D, Statement of Work Exhibit 3](#), County Counsel Site Locations, and any other site determined to be a designated worksite for teleworking employees
- 1.3 County reserves the right to contract with other contractors or request the services of other firms for the same or similar services. County shall be under no obligation to guarantee a minimum amount of business

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

- 2.1 The County reserves the right to require the Contractor to performance specific tasks and/or work extra hours in addition to what is stated in [Paragraph 7.0](#), Hours/Days of Work, if such tasks and/or extra hours are deemed necessary by the County.
- 2.2 County may, on reasonable notice, add/or delete office locations or court directory, with a change order by the County Counsel Contract Manager.

3 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract

3.1 Contract Discrepancy Report ([SOW Exhibit 1 of Appendix D](#))

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 one (1) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within three (3) workdays.

3.2 User Complaint Form ([SOW Exhibit 2 of Appendix D](#))

Problems relating to the performance of the Contractor's personnel may be recorded by the County on a User Complaint Report Form (hereinafter referred to as "UCR"), Exhibit 2, Appendix B. The Contractor must respond in writing to the issue(s) stated in the UCR within 48 hours upon receipt.

3.3 County Observations

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

4 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

- 4.1 The following terms have the following meanings when being applied to As-Needed Court Filing Services unless otherwise apparent from the context in which they are used:

Routine (Physical Filing): court filings documents are picked up a day prior to desired filing date and filed with the courts on desired filing date. Conformed copies of any and all court filings are returned to County's administrative staff within 3 to 5 days from the date of filing.

Routine (e-filing): Filing shall be filled on the same day by 5:00 p.m. For requests received after 5:00 p.m., Contractor shall file the day after the request is received.

Rush (Physical Filing): court filings documents are picked up and filed same day. Conformed copies of any and all court filings are returned to County's administrative staff within 1 to 3 days from the date of filing.

Rush (e-filing): Filing shall be filled with in 5 hours after the request is received.

Priority (Physical Filing): Court filings documents are picked up and filed with in two (2) hours or less. Conformed copies of any and all court filings are returned to County's administrative staff within one(1) day from the date of filing.

Priority (e-filing): Filing shall be filled with in 3 hours after the request is received.

Special (Physical Filing): Uninterrupted, direct pick-up and filing within one (1) hour of the request. Conformed copies of any and all court filings are returned to County's administrative staff same day.

Special (e-filing): Filing shall be filled with in 1 hour after the request is received.

- 4.2 The following terms have the following meanings when being applied to As-Needed Service of Process Services unless otherwise apparent from the context in which they are used:

Criss/Cross: use of a cross reference directory used to find people, including reverse telephone directories.

Field Locate: locating an individual or entity.

Investigation: a careful search or examination in order to discover facts, etc.

Priority Service: requests for service of process to be picked up within three (2) hours of notification and return of service made within 48 hours.

Routine Service: requests for service of process that do not qualify either as a "Special Service", "Priority Service" or "Rush Service," and a proof of service shall be returned within 72 hours after a successful service.

Rush Service: requests for service of process to be picked up within three (3) hours of notification and return of service made within 50 hours.

Skip Tracing: locating an individual or entity that is no longer at a viable address or location. County Counsel will provide the name and last known address.

Skip Tracing (with limited information): locating any individual when County Counsel can only provide limited information, such as name only.

Special Service: requests for service of process made/attempted the same work day. If requested, a proof of service shall be returned the same work day (when circumstances will allow), but no later than the following work day.

Stake Out: surveillance for the purpose of service of process.

Successful Service: completed service of process and return of service (and any other documents, if applicable) within the designated time frame.

Unsuccessful Service: incomplete service of process within designated time frame.

- 4.3 The following terms have the following meanings when being applied to As-Needed Subpoena Services unless otherwise apparent from the context in which they are used:

Priority Service: A situation in which County is requesting records in 24 days or less and by authorization in which County Counsel is requesting records in 6 days or less.

Regular Service: A situation in which County is requesting records by subpoena in 26 days or more and records by authorization in 8 days or more.

Rush Service: A situation in which County is requesting records in 25 days or less and by authorization in which County is requesting records in 7 days or less.

Specialty Service: A situation in which County is requesting records in 23 days or less and by authorization in which County is requesting records in 5 days or less.

Subpoena Services: shall mean any and all possible tasks Contractor must perform to provide requested duplication including but not limited to preparation and service of "Subpoenas for Business Records Only" as defined in California Code of Civil Procedure Section 2020 (d) and (e), and retrieval and drop-off of copies at designated locations per request.

- 4.4 The following terms have the following meanings when being applied to As-Needed Messenger Services unless otherwise apparent from the context in which they are used:

Priority Service: Pick-up within two (2) hours or less of the request and delivered by the time agreed upon between Contractor and personnel; written POD available upon request.

Routine Service: Pick-up within four (4) hours of the request and delivered by the time agreed upon between Contractor and County personnel; written Proof of Delivery (POD) available upon request.

Rush Service: Pick-up within two (3) hours or less of the request and delivered by the time agreed upon between Contractor and County personnel; written POD available upon request.

Special Service: Uninterrupted, direct pick-up within one (1) hour of the request and delivered by the time agreed upon between Contractor and County Counsel personnel, with written POD.

- 4.5 The following terms have the following meaning when being applied to As-Needed Photo Copy & Duplication Services unless otherwise apparent from the context in which they are used:

Photocopying & Duplication Services: Any and all possible task Contractor must perform to provide requested photocopying, including, but not limited to, microfilming, image scanning, digital reproduction, and storage into digital media. This also includes resizing and mounting of photographs with text or other graphics for trial-exhibit use; reproduction of large and bulky oversized documents such as engineering plans, maps, blueprints; reproduction of sensitive or aged documents; copying of videotape, audio cassettes, CDs, DVDs, and various other electronic media pertinent to litigation support; preparation of duplicate negatives and enlarging of photographs; and establishing a document repository and reproduction services for litigation support.

Rush Service: County is requesting service (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) within a period of 24 hours (work completed same time next day).

Regular Service: County is requesting service (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) within the period of three (3) days to one (1) work week as specified, at the time of the request.

- 4.6 The following terms have the following meanings when being applied to As-Needed Court Reporting unless otherwise apparent from the context in which they are used:

Half Day: Time required to complete request will be within 4 hours or less

Full Day: Time required to complete request will be anywhere between 5 to 8 hours.

5 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

The County's Personnel specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

CONTRACTOR

5.2 Project Manager

5.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached.

5.2.2 Project Manager shall act as a central point of contact with the County.

5.2.3 Project Manager shall have two (2) years of experience.

5.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.3 Personnel

- 5.3.1** 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.
- 5.3.2** Contractor shall be required to background check their employees.
- 5.3.3** Contractor's process servers assigned to this Contract must have at least one (1) year of experience providing service of process services equivalent or similar to the services described.
- 5.3.4** Personnel provided by Contractor to serve legal documents must be at least eighteen (18) years of age and not a party to the action.
- 5.3.5** Each of the Contractor's process servers must be bonded per the requirements of the State of California.
- 5.3.6** Contractor and its process servers must adhere to all Civil Procedure, Business and Professions, and Penal Code regulations pertaining to service of process.
- 5.3.7** Contractor's personnel including, but not limited to Contractor Project Manager and/or designated alternate, shall be competent and responsible enough to handle sensitive materials and perform confidential duties, and shall perform all work hereunder in a professional manner.
- 5.3.8** Contractor's personnel shall be courteous and neat in appearance at all times.
- 5.3.9** All Contractor's personnel providing services which require specific licenses or credentials must maintain said licenses in a current valid status throughout the period of the Contract.
- 5.3.10** Any Contractor's personnel who drives a vehicle in performance of contract operations shall maintain a valid California driver's license for that vehicle class during the term of the Contract.
- 5.3.11** Contractor shall maintain a file of required licenses and credentials for the business entity and for all subject personnel, which licenses and credentials are current at all times and accessible to the County for inspection upon request.

5.4 Uniforms/Identification Badges

- 5.4.1** Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 5.4.2** Contractor shall ensure their employees are appropriately identified.

5.5 Materials and Equipment

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

5.6 Training

- 5.6.1** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 5.6.2** All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.8 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 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within one (1) hour of receipt of the call.

6 HOURS/DAY OF WORK

Hours of services shall be primarily performed within the 8:00 a.m. to 5:00 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of County Counsel's Contract Manager.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Indigenous People's Day
President's Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

7 SPECIFIC WORK REQUIREMENTS

7.1 As-Needed Court Filings

7.1.1 Physical filing

- Promptly deliver court filing documents to proper court, department, designated window or room number and return conformed copy of the filed document to the Requestor or County Contract Project Monitor on the same day of pick-up, or on the next working day when applicable.
- On an as-needed basis, County staff may request court filing from any of County offices to be filed at the requested courts outside of the scheduled daily court filing pick-up/delivery times. These as-needed services shall be billed at the following levels:
 - Routine - court filings documents are picked up a day prior to desired filing date and filed with the courts on desired filing date. Conformed copies of any and all court filings are returned to County's administrative staff within 3 to 5 days from the date of filing.
 - Rush – court filings documents are picked up and filed same day. Conformed copies of any and all court filings are returned to County's administrative staff within 1 to 3 days from the date of filing.
 - Priority - Court filings documents are picked up and filed with in two (2) hours or less. Conformed copies of any and all court filings are returned to County's administrative staff within one(1) day from the date of filing.
 - Special - Uninterrupted, direct pick-up and filing within one (1) hour of the

request. Conformed copies of any and all court filings are returned to County's administrative staff same day.

- If problem occurs while filing a document, call Attorney or secretary. If unavailable, call County Contract Projector Monitor or County Project Manager.
- Destinations
 - a. North Los Angeles County will be considered Antelope Valley and Santa Clarita Valley.
 - b. Los Angeles County is considered the greater Los Angeles County region excluding North Los Angeles County.
 - c. Orange County, San Bernardino County, Ventura County and Riverside County
 - d. All Other Southern California Counties, excluding Los Angeles County, North Los Angeles County, Orange County, San Bernardino County, Ventura County and Riverside County
 - e. Northern California Counties

7.1.2 Electronic Filing (e-Filing)

- On an as-needed basis, County staff may request Self-Serve Electronic Filings (e-filing) pricing shall include all administrative costs.
- On an as-needed basis, County staff may request Concierge Electronic Filings (e-filing). Pricing shall include all administrative costs These as-needed services shall be billed at the following levels per hour:
 - **Routine** - Shall be filled on the same day by 5:00 p.m. For requests received after 5:00 p.m., Contractor shall file the day after the request is received.
 - **Rush** – Shall be filled with in 5 hours after the request is received.
 - **Priority** – Shall be filled with in 3 hours after the request is received.
 - **Special** - Shall be filled with in 1 hour after the request is received.
- If problem occurs while filing a document, call Attorney or secretary. If unavailable, call County Contract Projector Monitor or County Project Manager.

7.1.3 Copies: Additional copies of court filings already completed. First set of conformed copies shall be at no cost to the County.

7.1.4 For any and all physical court filings conformed court filing copies along with related Court Filing Instructions Sheet to County's shall be delivered to administrative staff within the timeframe specified at the site where court filing documents were picked up.

7.1.5 Wait Time: For court filings where Contractor's employee is waiting over 30 minutes, the County shall pay an additional rate for every 15 minute increments over 30 minutes. The first 30 minutes of wait time shall be at no cost to the County. Contractor's employee shall self-report and present documentation of wait time.

- 7.1.6** Courtesy Copy: Contractor shall provide courtesy copy when requested and shall be delivered to County staff as specified.
- 7.1.7** e-Service: Contractor shall service documents, on a party or other person, by electronic transmission or electronic notification. Services shall be provide in accordance to Code of Civil Procedure section 1010.6, Penal Code section 690.5. Proof of electronic service shall be provided to County at no additional cost.
- 7.1.8** e-Recording: Contract shall provide e-Recording Services in accordance with local, state, and federal laws and shall meet security standards issued by the Property Records Industry Association (PRIA). Returned stamped and recorded documents along with notification that the document(s) have been recorded shall be provided to County electronically at no additional cost.

e-Recording services shall be billed at the following levels:

- Level 1: Notarized documents are scanned into the desired format by County staff and sent to contractor for manual indexing. Contractor shall send final document to the county or recording jurisdiction electronically for processing.
 - Level 2: Paper documents are sent to contractor to be scanned. Contractor shall create a separate file with all the information required for indexing the record. The contractor shall conduct manual quality-assurance and send the final document to the county or recording jurisdiction electronically for processing.
 - Level 3: Documents are signed and notarized electronically. Contractor shall complete searchable index and generate a viewable image. The contractor shall conduct manual quality-assurance and send the final document to the county or recording jurisdiction electronically for processing.
 - Rush Fee: An additional fee for rush request where County is requesting services be completed within 24-48 hours of initial request.
 - Priority Fee: An additional fee for request where County is requesting services to be completed within 2 hours
 - Special Fee: An Additional fee for request where County is requesting services to be completed within 1 hour.
- 7.1.9** Contractor shall review the [County's Court Filing Instructions Sheet\(s\) – Appendix D Exhibit 5](#) provided with each physical court filing and shall submit the Court Filing Instructions Sheet with all the court filing document(s). Each court filing must be filed as instructed and within the timeframe specified in the Court Filing Instructions Sheet. Contractor shall follow the [Court Filing Procedures](#) as stated in [Appendix D Exhibit 6](#).
- 7.1.10** If Contractor's personnel are unable to complete the County's requested services below in the designated time-frames, Contractor shall notify the County Project Manager with enough time for County to use alternative methods to complete the request.
- 7.1.11** Contractor shall file civil and probate court documents in the proper central district and other outer-branch courts at the designated window or room number, and perform general court filing duties as described in this *Appendix A*.

- 7.1.12** Contractor shall provide daily court filing and related services to the Office of the County at any of the County facilities listed on [Exhibit 3 - Appendix D](#)
- 7.1.13** Civil and probate court filing personnel shall adhere to all requirements as stated in this *Appendix A*, which includes the requirements to:
- a. Review the Court Filing Instructions Sheet and attached documents to determine required action and for completeness.
 - b. Immediately contact the County Project Manager or designee for correction if the Court Filing Instructions Sheet or attached document(s) are incomplete.
- 7.1.14** Contractor shall include written approval and the receipt for all costs with Contractor's monthly invoices such as:
- Unexpected cash advances attributed to court filing and related services, such as court filing fees and copy fees.
 - Witness fees
 - Court Transaction Fees
 - Record retrieval fees
- 7.1.15** Contractor may be reimbursed for mileage if approved pricing schedule includes a mileage fee plus base fee for a filing location.
- 7.1.16** Upon request from County Staff or court clerk:
- Pull court files for review and/or duplication
 - Pull register pages
 - Pull court notes
 - Submission of request for search
 - Pull files from archives or the courthouse
 - Ensure that file copy and Court Filing Instructions Sheet are conformed by the court clerk, and/or personally conform the document when requested by the court clerk.
 - Return conformed copy of filed document and Court Filing Instructions Sheet to County Project Manager or designee on the same day of pick up, or on the next working day when applicable.
 - Obtain certified copies of various court documents upon request of County staff.
 - Provide a status report to County Project Manager on the next business day on the reason for the delayed processing of the filing request and the anticipated completion date.
 - Pull wills from the court vault when applicable.
 - Request court clerk to prepare a temporary file jacket when applicable.

- Ensure the court clerk has entered the necessary data when applicable.
- Assist County Staff or court clerk in the correction of errors (e.g., incorrect case number, title, and hearing date of department) in the original court documents when applicable.
- Obtain approval of court orders when applicable.
- Submit for recording, legal documents to, and retrieve documents from, the Los Angeles County Registrar-Recorder/County Clerk
- Assist County Staff with preparation of court filings (e.g., OCR, Optimization of PDF Files, Tabbing, Indexing, Bookmarking, Document Edits, Remote/Online Notary)
- PDF Filing

7.1.17 Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 7 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.2 As Needed Service of Process

7.2.1 Contractor shall provide service of process services which may include, but not limited to, various levels of pick-up service from any County site location, delivery to any location within, as specified in the service request.

7.2.2 Contractor shall ensure that County personnel complete the appropriate [Service of Process Request Form – Appendix D, Exhibit 7](#) – prior to providing services. Service provided without the appropriate request form will not be paid for by the County.

7.2.3 Contractor's personnel shall perform the following tasks:

- a. Examine the County's [Service of Process Request Form – Appendix D, Exhibit 7](#), to determine the type of action required (i.e. Routine, Rush, Priority or Special Services) and destination.
 - **Routine**: requests for service of process that do not qualify either as a "Special Service", "Priority Service" or "Rush Service," and a proof of service shall be returned within 72 hours after a successful service.
 - **Rush**: requests for service of process to be picked up within three (3) hours of notification and return of service made within 50 hours.
 - **Priority**: A situation in which County is requesting records in 24 days or less and by authorization in which County is requesting records in 6 days or less.
 - **Special Service**: requests for service of process made/attempted the same work day. If requested, a proof of service shall be returned the same work day (when circumstances will allow), but no later than the following work day.

- Destinations
 - a. North Los Angeles County will be considered Antelope Valley and Santa Clarita Valley.
 - b. Los Angeles County is considered the greater Los Angeles County region excluding North Los Angeles County.
 - c. All Other California Counties, excluding Los Angeles County and North Los Angeles County.
 - d. National and International destinations includes all other locations outside of California.
 - b. Promptly serve documents to proper person(s) or entity.
 - c. Sign proof of delivery or service when applicable.
 - d. Upon request by County Contract Manager/Monitor or by requesting County personnel, provide the following service:
 - Additional attempts; beyond three included attempts
 - Field Locates
 - Skip Trace; for correct address
 - Skip Trace; with limited information
 - Criss/Cross; for more accurate information
 - Stake Out
 - Surveillance & Sub Rosa
 - Civil Investigation
 - Investigation
 - Asset Searches
 - Background Searches
 - Check other sources as requested by County.
 - e. When applicable, ensure that the documents served are properly signed by the service. The Proof of Service must always be signed by the server.
 - f. If a search requested by the County yields no hits vendor shall provide the County with a discounted price for those request.
- 7.2.4** Contractor shall make no less than three (3) service attempts at the address(es) provided by County, unless service is made on the first or second attempt, or the address is a mailing only address, or the given address is verified or not valid.
- 7.2.5** Following unsuccessful attempts, Contractor shall notify by phone within two (2) to four (4) hours or by 10:00 a.m. of the next working day, the County staff requesting the service unless County has requested immediate notification. Returned documents must be accompanied by a completed Certificate of Non-Service to the appropriate location by the fourth business day following the last attempted service, unless County has requested an earlier return date.
- 7.2.6** Contractor shall fully document all attempts at service including, but not limited, to the date, time, place, manner in which a party was located, and other pertinent information, and shall submit such information with the service documents to the County personnel requesting the service once service is established as successful or unsuccessful. This may be in the form of a Declaration of Due Diligence, which shall be

at no additional cost to County.

- 7.2.7** Contractor shall make every effort towards a successful process service, to include attempts made at different times of the day or night, and on different days of the week.
- 7.2.8** Subpoenas shall be served as expeditiously as possible, and proof of service returned to County within four (4) business days of successful service and at least two (2) business days prior to the related hearing. If the service is completed less than three (3) days prior to the hearing, Contractor shall notify the person requesting the service about the completion of the service unless County Counsel has requested an earlier return date.
- 7.2.9** Under certain circumstances, either County or Contractor may need to arrange for special timeframes and/or special handling of individual cases. These documents will be designated as "Rush", "Priority" or "Special" and must be picked up within specified timeframe set forth in section 7.2.3 of this Appendix A – Scope of Work.
- 7.2.10** County Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If County Counsel's Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he/she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from County Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, County Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to County Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

- 7.2.11** Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 7 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.3 As Needed Subpoena Services

- 7.3.1** Contractor shall provide subpoena services for all County site locations listed on [Exhibit 3 - Appendix D](#).
- 7.3.2** Contractor shall provide such services within the timeframe specified at the time of County's request for service.

7.3.3 Services

- Basic Charge: Overall cost for preparing and service of subpoenas at regular service rates. Regular Service for any records obtained by subpoena is a situation in which County is requesting records by subpoena in 26 days or more and records by authorization in eight days or more.
 - Witness Subpoena: a court order requiring a person to appear in court on a certain date and testify as a witness, usually in a trial.
 - Subpoena Duces Tecum: a court order requiring the person subpoenaed to produce books, documents or other records under his or her control at a specified time/place in a court hearing or a deposition.
 - Deposition Subpoena: a court order requiring a person who is not a party to a lawsuit to provide copies of business records and/or appear at a deposition to answer questions asked by one party in a lawsuit.
 - Requested records may be in the form of a paper copy, CD or downloadable digital copy.
- Notice to Counsel: Notice to opposing counsel of subpoena.
- Certification of No Records: Certificate from the facility stating under penalty of perjury they do not have records.
- Out of Area Charge: Only applicable for requests located outside the following counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern.
- Trip Charge: For each additional trip after two trips.
- Rush Service fee: for any records obtained by subpoena in a situation in which County is requesting records in 25 days or less and by authorization in which County is requesting records in seven days or less.
- Priority Service: A situation in which County is requesting records in 24 days or less and by authorization in which County Counsel is requesting records in 6 days or less.
- Specialty Service: : for any records obtained by subpoena in a situation in which County is requesting records in 23 days or less and by authorization in which County is requesting records in 5 days or less.
- Amended Subpoena: When a facility rejects subpoena due to unacceptable working.
- Retrieval Fees: charged by the facility when they retrieve stored records (invoice and/or copy of check must be attached)
- Out of State Records: Costs incurred by out of state vendor.
- Scanning/Copy of records – Black & White
- Scanning/Copy of records - Color
- CD: Containing Images/Records

- CD Duplication
- DVD Duplication
- Print/Hard Copy: Additional copies beyond original.
- Bates Stamping
- Labels/Tabbing
- OCR of Records
- X-Ray Film Copy
- Fees Advanced: Flat fee or percentage for fees/checks paid in advance. (invoice and/or copy of check must be attached to contractors invoice).
- Check Charge for Fees Advanced: Flat fee or percentage for checks to pay for fees in advance.
- Shipping and handling fees over \$20 (County Counsel will reimburse the difference)
- Witness Fees

7.3.4 If Contractor's personnel are unable to complete the task or service requested by the County within the timeframe requested, Contractor shall notify the specific County Staff who made the request, or the County Contract Manager with enough time for County to use alternative methods to complete the request.

7.3.5 Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 9 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.3.5 Non-reimbursable costs are but are not limited to the following tasks and services not expected to be paid by Contractor for and on behalf of County:

- Staff time or overtime spend performing the specific tasks and requirement standards described herein.
- Charges for time spent to provide necessary information for County audits or billing inquiries.
- Charges for work performed which had not been authorized by County
- Mileage expenses.

7.4 As Needed Messenger Services

Contractor shall provide messenger services which may include, but not limited to, various levels of pickup and delivery service from any County location, and any other site determined to be a designated worksite for teleworking employees, as specified in the service request. All work orders and invoices must clearly state which County staff requested the work.

7.4.1 General Service - All Messenger Work Orders (up to 20 lbs.) will have a base price and

a price per mile traveled from pick-up (Point A) to drop-off (Point B).

- **Routine Service**: Pick-up within four (4) hours of the request and delivered by the time agreed upon between Contractor and County personnel; written Proof of Delivery (POD) available upon request.
- **Rush Service**: Pick-up within two (3) hours or less of the request and delivered by the time agreed upon between Contractor and County personnel; written POD available upon request.
- **Priority Service**: Pick-up within two (2) hours or less of the request and delivered by the time agreed upon between Contractor and County personnel; written POD available upon request
- **Special Service**: Uninterrupted, direct pick-up within one (1) hour of the request and delivered by the time agreed upon between Contractor and County personnel, with written POD.

7.4.2 Return Charge for North Los Angeles County: For Work Orders where the Contractor has to travel to North Los Angeles County to drop-off, the County will pay for a Return Charge from drop-off (Point B) to Contractor's Local Office.

North Los Angeles County will be considered Antelope Valley and Santa Clarita Valley.

7.4.3 Return Charge for Outside Los Angeles County: For Work Orders where the Contractor has to travel outside of Los Angeles County to drop-off, the County will pay for a Return Charge from drop-off (Point B) to Contractor's Local Office.

7.4.4 Additional Weight - For Work Orders weighing over 20 lbs. total, the County shall pay an additional rate for every pound over 20. Any Work Orders under 20 lbs. will be charged only the General Work Order Rate (Sub-paragraph 8.1).

7.4.5 Wait Time - For Work Orders where Contractor's employee is waiting over 30 minutes, the County shall pay an additional rate for every minute over 15 minutes. Contractor's employee shall self-report and present documentation of wait time.

7.4.6 The County Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the County Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the County Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the County Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the County Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County to use the Contractor's services including, but not limited to, lost profit.

7.4.7 Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 9 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County.

7.5 As Needed e-Discovery Services

7.5.1 Contractor shall use systematic and defensible methods to collect, preserve, and analyze data to provide As-Needed e-Discovery Services. Contractor shall ensure data is preserved, collected, and transferred in a defensible manner.

7.5.2 Contractor shall ensure that County personnel complete the appropriate [e-Discovery Request Form – Appendix D, Exhibit 11](#) prior to providing services. Service provided without the appropriate request form will not be paid for by the County.

7.5.3 Contractor and Contractors' personnel shall perform the following tasks:

- Data Extraction – Collecting fundamental data to be
- Data Ingestion - Analyzing fundamental data
- Data Processing and Storage – store data that is ingested into a database for review and analysis and extract, categorize the metadata within electronically stored information. File formats should include but not be limited to:
 - msg
 - .pst
 - .E01
 - .mbox
 - .jpeg
 - .gif
 - .olk
 - .qbw
- Project Management/Tech Analyst - to be charged by hours of service provided.
- ESI Technical Services - to be charged by hours of technical service provided.
- Document Review and Production – First Level - organize documents, tag and filter, analyze documents for substantive or privileged information.
- Document Review and Production – Team Lead Level - perform quality control checks of organize documents that have been tagged and filtered. Review accuracy of analyzed documents for substantive or privileged information and identifies important documents to support the cause of action or defense.
- OCR - perform optical character recognition to make documents searchable
- Third Party Data Loading
- Early Case Assessment & Consultation - collect and analyze fundamental data such as electronically stored information, paper documents, and other potential evidence of a legal matter and provide a comprehensive evaluation of all data that will present counsel with a clear picture of all data file types and provide a data base.
- Preservation & Litigation Holds – collect data from its native source and host everything on a centralized database per litigation hold letter.

- Data Preservation
- Bibliographic Document
- Logical Document
- Pre-Trial Consultation – includes but is not limited to:

Organizing and building of a digital trial database, assisting with courtroom setup, video synching, display deposition clips, pre-annotate documents, create compelling demonstrative exhibits, timelines, PowerPoint presentations.

- On-Site Trial Support – includes but is not limited to:

Tech support on trial software, Suggestions to help stream line trial presentation, manage all exhibits and material, courtroom set up, In-Person War Room.

- Remote Trial Support - includes but is not limited to:

Tech support on trial software, Suggestions to help streamline trial presentation, manage all exhibits and material, Remote War Room.

- 7.5.4** The County Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the County Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the County Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the County Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the County Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

- 7.5.5** Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 7 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.6 As Needed Court Reporting Services

- 7.6.1** Contractor/Contractor's Staff shall capture and preserve a record of what transpired during legal proceedings, including depositions, hearings, arbitrations, and trials.

7.6.2 Contractor shall ensure that County personnel complete the appropriate [Court Reporting Request Form – Appendix D, Exhibit 12](#) prior to providing services. Service provided without the appropriate request form will not be paid for by the County.

7.6.3 Services

- Court/Arbitration Hearing – Contractor/Contractor's staff shall transcribe accurate and verbatim reports of litigation proceedings to capture precise records for the court.
- Court/Arbitration Hearing Transcript
- Transcript – Contractor shall provide County with the following options when providing Transcripts
 - Physical/Paper
 - e-Transcripts (Electronic Transcripts)
 - Condensed Transcripts
- Videography Services – Contractor shall provide videography services when requested by County Staff. Base charge for videography shall include set up plus initial hour. Additional hours after the initial hour shall be billed in one (1) hour increments. Contractor shall also provide Video Synchronizing as needed.
- Interpreter – Contractor shall provide interpreter services as requested by County staff
- Media Stock/Disk – Contractor shall provide transcripts, Depositions, Videos on Media Stock/Disk when requested by County Staff
- Delivery Charge - Delivery of documents should be provided and billed at the following levels:
 - Same Day
 - Next Day
 - 2-4 Days
 - 5-8 Days
- Deposition – Contractor shall provide deposition services. Services to include Videotaped Deposition, Translated Deposition, Zoom Deposition
- Word Index – Contractor shall provide the option for County staff to request word indexing for electronic documents
- Rough Draft (ASCII/PDF)
- Real Time – Contractor/Contractor's staff shall use stenography to provide a real-time feed that is a readable and searchable record of ongoing events. Service shall include official transcripts of legal proceedings in addition to a real-time feed.
- Certificate of Non-Appearence
- Expert/Medical
- Concierge Technician
- Exhibits; Electronic, B/W and Color
- Conference Room Booking

- Hold Notes-Hearing/Tials
- Wait time after first 30 minutes - (Each 15 minutes)
- Fees for Services outside of normal business hours. Normal business hours are established in this [Appendix A – Scope of Work- Section Paragraph 6](#)
- Fees for hours worked over 8 hours - Overtime

7.6.4 The County Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the County Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the County Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the County Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the County Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

7.6.5 Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 9 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.7 Photocopy & Duplication

All work orders and invoices must clearly state which County Counsel staff requested the work.

7.7.1 Contractor shall provide photocopying, scanning, digital imaging, and digital media duplication services upon request of staff from any County Counsel site locations.

7.7.2 If Contractor's personnel are unable to complete the County's requested services below in the designated time-frames, Contractor shall notify the specific County Counsel staff who made the request, or the County Project Manager with enough time for County to use alternative methods to complete the request.

7.7.3 Rush Service is a situation in which County is requesting service (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) within a period of 24 hours (work completed same time next day).

7.7.4 Regular Service is a situation in which County is requesting service (i.e., paper-to-paper copying, duplication of drawings, exhibit boards, etc.) within week as specified, at the time of the request.

7.7.5 Contractor's personnel shall perform the following tasks:

Item A. Copying and/or Scanning Documents

1. Copying and/or Scanning

Tasks under this section will be for copying and/or scanning documents provided by County Counsel with the production of one (1) full printed and/or scanned copy of documents. Additional fees may be assessed if other services are requested, such as saving scanned documents onto a CD.

- a) Automatic feed, no staples, no clips
 - b) Straight run-automatic feed with large staples, clipped or tabbed sections
 - c) Stapled, clipped or tabbed sections
 - d) Stapled and clipped sections, edge-to-edge and contrast problems, double-sided, different sized paper
 - e) Glasswork or Hand Placement
- 2. Each Additional Copy: Each additional copy beyond the first full printed copy described above in #1. Copying and/or Scanning.
 - 3. Onsite Scanning: In the case that County Counsel requests copies to be scanned onsite, the Contractor may be required to travel to another location to copy/scan documents and materials.
 - 4. Onsite Scanning Setup: The Onsite Scanning Setup fee should cover costs to bring equipment to onsite location to copy/scan documents and materials.
 - 5. Blueprints (bond printing): Blueprints will be provided by County Counsel and Contractor shall make the number of copies requested by County Counsel.
 - 6. Blow-backs: Blow-backs are printed copies from electronic documents.

Item B. Copying and/or Scanning Photographs

Tasks shall be carried out by the Contractor per County Counsel's request. If County Counsel request for photographs to be scanned and saved on a CD, the Contractor shall be paid per scan (regular or Oversized and B&W or Color), and for the number of CDs required for the request. Color copies and maps may be considered photographs for the purposes of the Contract.

- 1. Black and White (B&W) Photograph Copies (on any paper excluding photo paper)
- 2. Color Photograph Copies (on any paper excluding photo paper)
- 3. B&W Photo on Photo Paper Copies
- 4. Color Photo on Photo Paper Copies

5. Oversized B&W Copies
6. Oversized Color Copies
7. CD with Scanned Photos
8. Scanning B&W Photos to CD
9. Scanning Color Photos to CD
10. Scanning B&W Oversized Photos to CD
11. Scanning Color Oversized Photos to CD

Item C. Duplication

County Counsel will provide the original material and the Contractor shall duplicate per County Counsel's request. The types of duplication are as follows:

1. X-Ray Duplication
2. Videotape Duplication
3. Audio Cassette Duplication
4. CD Duplication
5. DVD Duplication

Item D. Additional Services

1. Optical Character Recognition for Searchable Text (OCR): County Counsel may request the Contractor to allow scanned documents to be used for searchable text using OCR. These fees will be paid per image, in addition to fees for the scans.
2. Searchable CD: The Contractor shall put requested material onto a Searchable CD. These fees will be paid per CD.
3. Tabbing/Indexing: The Contractor shall index and tab according to County Counsel's request.
4. Mounting: The Contractor shall mount materials requested by County Counsel per County Counsel's request.
5. Binding or Re-binding: The Contractor shall bind or re-bind documents and materials requested by County Counsel. County Counsel will determine the type of binding at the time of the request.
6. Labels: County Counsel may request labels to be made for copies and materials.
7. Image Conversion: Portable Document Format (PDF) and Tagged Image File Format (TIFF) conversions.
8. Bates Stamping: County Counsel may request documents to be bates stamped for copies and materials.

9. Bookmarking

7.7.6 Services shall be completed within the time period specified at the time of the request.

The County Counsel Contract Manager may authorize the Contractor to perform additional work that arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence, or any other unanticipated need. If the County Counsel Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.

Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the County Counsel Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the County Counsel Contract Manager may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the County Counsel Contract Manager for approval.

The County reserves the right to determine if any work is or will be needed and/or requested under the Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

7.7.7 Reimbursable Cost: County shall reimburse costs incurred by Contractor for and on behalf of County for allowable costs attributed to tasks and services performed for daily court filing and related services, as detailed in Section 9 in this Appendix A. Contractor will not be reimbursed for costs not identified in the Contract, such as costs incidental to doing business, costs for overtime, costs for time spent to provide necessary information for County audits or billing inquiries, costs for work performed which had not been authorized by County, and mileage expenses.

7.8 Invoicing

7.8.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix A – Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to the contractor. Payment to contractor shall be in arrears and based upon the approval and acceptance of services/deliverables as set forth in Appendix A – Statement of Work, provided that contractor is not in default under any provision of this Contract and has submitted a complete and accurate statement of payment due. County acceptance of services/deliverables shall not be unreasonably withheld. Contractor fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the contractor.

7.8.2 The contractor's invoices shall be priced in accordance with line items and unit of measures in Appendix B – Pricing Schedule

7.8.3 The contractor's invoices shall contain the information set forth in Appendix A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

7.8.4 The contractor shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

- 7.8.5 All invoices under this Contract shall be submitted to the County Project Manager via mail and email.
- 7.8.6 All invoices submitted by the contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event shall the county be liable or responsible for any payment prior to such written approval. Approval for payment **will not be unreasonably withheld.**
- 7.8.7 County agrees to pay the undisputed amount of all Invoices and each of their Invoice Line Items in immediately available funds within sixty (60) days after the date of each such Invoice ("Due Date"). Should County choose to use a third party billing tool ("Billing Tool") to process their payments, Contractor is willing to use Billing Tool to submit its Invoices for payment; provided Contractor agrees in writing and County is solely responsible for any associated fees.

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

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

8 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

APPENDIX B

PRICING SHEET

Please See Separate Excel File

APPENDIX C

CONTRACTS REQUIRED FORMS

Exhibits

1. Vendor's Organization Questionnaire/Affidavit
2. Certification of Compliance
3. Request for Preference Consideration
4. Vendor's Debarment History and List of Terminated Contracts
5. Declaration
6. Contractor's EEO Certification
7. Los Angeles County Community Business Enterprise (CBE) Program
8. Consultant Employee Acknowledgement Confidentiality Agreement
9. Invitation for/Request for Proposal Grounds for Rejection
10. Safely Surrendered Baby Law
11. Information Security Requirements
12. Business Associate Agreement Under the Health Insurance

CONTRACTS REQUIRED FORMS – EXHIBIT 1
VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

VENDOR'S NAME:	
ADDRESS:	
TELEPHONE NUMBER:	E-MAIL:
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:	CALIFORNIA BUSINESS LICENSE NUMBER:

1	Select the options that best define your firm's business structure: ☐ Corporation ☐ Limited Liability Company (LLC) ☐ Limited Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Franchise ☐ Other (Specify)	If Corporation or Limited Liability Company (LLC): Legal Name (as stated in Articles of Incorporation): _____ State if Incorporation: _____ Year of Incorporation: _____ If Limited Partnership or a Sole Proprietorship: Name of proprietor or managing partner: _____ If other: Specify business structure name: _____
2	Is your firm doing business under one or more DBA's? ☐ Yes ☐ No	Name: _____ Country of Registration: _____ + Year became DBA: _____
3	Has your firm done business as other names within last five (5) years? ☐ Yes ☐ No	If yes, indicate any other names and the year of name change. Name(s): _____ Year(s) of Name Change _____ +

CONTRACTS REQUIRED FORMS – EXHIBIT 2

CERTIFICATION OF COMPLIANCE

Vendor's certifies compliance with all programs, policies, and ordinances specified in exhibits listed below.

TITLE		REFERENCE	CERTIFICATIONS
1	Certification of No Conflict of Interest	LACC 2.180	Certifies Compliance? ☐ Yes ☐ No
2	Familiarity with the County Lobbyist Ordinance Certification	LACC 2.160	Certifies Compliance? ☐ Yes ☐ No
3	Zero Tolerance Policy on Human Trafficking Certification	Motion	Certifies Compliance? ☐ Yes ☐ No
4	Compliance with Fair Chance Employment Hiring Practices Certification	Board Policy 5.250	Certifies Compliance? ☐ Yes ☐ No
5	Charitable Contributions Certification Enter the California Registry of Charitable Trusts "CT" number and upload a copy of firm's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586 (if applicable) _____	Board Policy 5.065	Check the Certification below that is applicable to your company. ☐ Vendor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Firm engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. OR ☐ Vendor is registered with the California Registry of Charitable Trusts under the CT number listed in this document and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts.
6	Attestation of Willingness to Consider Gain/Grow Participants	Board Policy 5.050	Certifies Compliance? ☐ Yes ☐ No Willing to provide GAIN/GROW participants access to employee mentoring program? ☐ Yes ☐ No ☐ N/A-program not available
7	Contractor Employee Jury Service Program Certification Form & Application for Exception	LACC 2.203	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption: ☐ My business does not meet the definition of "contractor," as defined in the Program. ☐ My business is a small business as defined in the Program. ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.
8	Certification of Compliance with the County's Defaulted Property Tax Reduction Program	LACC 2.206	Certifies Compliance? ☐ Yes ☐ No If No, identify exemption:

CONTRACTS REQUIRED FORMS – EXHIBIT 3
REQUEST FOR PREFERENCE CONSIDERATION

INSTRUCTIONS: Vendor's requesting preference consideration must complete and include this form in their proposal. Vendor's may request consideration for one or more preference programs. **In order to qualify for preference, vendor must be certified by the County of Los Angeles Department of Consumer and Business Affairs (DCBA). Please reference your Certification Letter issued by DCBA to determine Federal/Non-Federal preference eligibility.**

☐ **PREFERENCE NOT REQUESTED**

OR

PREFERENCE REQUESTED (SELECT ALL THAT APPLY)		
Preference Program		Reference
☐	Request for Local Small Business Enterprise (LSBE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.204
☐	Request for Social Enterprise (SE) Program Preference ☐ Certification for Non-Federally Funded County Solicitations ☐ Certification for Federally Funded County Solicitations	LACC 2.205
☐	Request for Disabled Veterans Business Enterprise (DVBE) Program Preference	LACC 2.211

CONTRACTS REQUIRED FORMS – EXHIBIT 4
VENDOR'S DEBARMENT HISTORY AND LIST OF TERMINATED CONTRACTS

Vendor's Name: _____

1. DEBARMENT HISTORY (Check one)		YES	NO
Vendor's is currently debarred by a public entity		☐	☐
If yes, please provide the name of the public entity:			
2. LIST OF TERMINATED CONTRACTS (Check one)		YES	NO
Vendors's has contracts that have been terminated in the past three (3) years.		☐	☐

If yes, please list all contracts that have been terminated prior to expiration within the last three (3) years.

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____

Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

Service: _____ Name of Entity: _____
Address: _____
Contact: _____ Telephone: _____
Email: _____

Termination Date: _____ Name/Contract No: _____
Reason for Termination: _____

CONTRACTS REQUIRED FORMS – EXHIBIT 5
DECLARATION

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE INFORMATION SUBMITTED IN THE EXHIBITS 1-6 IS TRUE AND CORRECT.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

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 vendor, its affiliates, subsidiaries, or holding companies are and will be treated equally by the vendor 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 ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 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 ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

All Firm's must complete and return this form.

FIRM NAME:

- II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise	
Other (Please Specify):						
Total Number of Employees (including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

- III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

- IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged, disabled veteran, and Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Attach additional pages, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	LGBTQQ	Expiration Date

- V. Firm further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.**

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:
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CONSULTANT EMPLOYEE ACKNOWLEDGMENT CONFIDENTIALITY AGREEMENT**Employee Acknowledgement**

Your employer, VENDOR NAME, has entered into a contract to provide various services to the County of Los Angeles. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that VENDOR NAME my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee for any purpose and that I do not have and will not acquire any rights or benefits of any kind during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, VENDOR NAME, and the County of Los Angeles.

_____ (Initial and date)

Confidentiality Agreement

As an employee of VENDOR NAME, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities receiving service from the County and/or represented by the Office of the County Counsel. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

CONSULTANT EMPLOYEE ACKNOWLEDGMENT CONFIDENTIALITY AGREEMENT

I hereby agree that I will not divulge to any unauthorized person, any confidential information obtained while performing work pursuant to the contract between VENDOR NAME, and the County of Los Angeles. I understand that in my work on this project I will come into contact with information that is confidential under State and federal Laws, including but not limited to California Welfare and Institutions Code Section 827 and by the Attorney-Client Privilege.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

" . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . "

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

" . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . "

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the , Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with VENDOR NAME or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the will seek all possible legal redress.

Signature _____

Dated _____

Printed Name _____

Position/Title _____

INVITATION FOR /REQUEST FOR PROPOSAL GROUNDS FOR REJECTION

Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other Section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Consultant, or (2) participated in any way in developing the Contract or its service specifications; and
- d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Consultant hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

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

www.babysafela.org



Safely Surrendered Baby Law



*Babies can
be safely
surrendered
to staff at any
hospital or fire
station in
Los Angeles
County*

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.

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 business reply envelope and can be sent in at a later time.

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



INFORMATION SECURITY REQUIREMENTS

This Exhibit 11 (Information Security Requirements) sets forth information security procedures to be established by VENDOR NAME before the effective date of the Agreement for Legal Services between the County of Los Angeles, Office of the County Counsel (COUNTY), and VENDOR NAME and maintained throughout the term of the Agreement. These procedures are in addition to the requirements of the Agreement. They present a minimum standard only. However, it is VENDOR NAME sole obligation to: (1) implement appropriate measures to secure its systems and data, including Personal Information and County's Confidential Information, against internal and external threats and risks; and (2) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit will constitute a material, non-curable breach of the Agreement by VENDOR NAME, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Agreement, to immediately terminate the Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. SECURITY POLICY

VENDOR NAME shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all VENDOR NAME personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. PERSONNEL AND CONTRACTOR PROTECTIONS

VENDOR NAME shall screen and conduct background checks on all VENDOR NAME personnel contacting County's Confidential Information, including Personally Identifiable Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to VENDOR NAME's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. VENDOR NAME shall supply each of its VENDOR NAME personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. VENDOR NAME shall have an established set of procedures to ensure VENDOR NAME personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

Except in the context of VENDOR NAME's routine back-ups or as otherwise specifically authorized by County in writing, VENDOR NAME shall institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information to any form of Removable Media. For purposes of this Exhibit, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. STORAGE, TRANSMISSION AND DESTRUCTION

VENDOR NAME will encrypt all workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information in accordance with Federal Information Processing Standard (FIPS) 140-2. VENDOR NAME will encrypt County's Confidential Information transmitted on networks outside of VENDOR NAME's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 128 bit. If County's Confidential Information is no longer required to be retained by VENDOR NAME under the Agreement and applicable law, VENDOR NAME shall destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Information cannot be retrieved.

All mobile devices storing County's Confidential Information will be managed by a mobile device management system. All workstations/PC's will maintain the latest security patches, and have the latest virus definitions.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction), Personally Identifiable Information, and County's Confidential Information: (1) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly approved by County in writing; (2) if transferred across the Internet, or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (3) if transferred by VENDOR NAME using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by VENDOR NAME and approved by

County in writing. The foregoing requirements shall apply to back-up data stored by VENDOR NAME at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, VENDOR NAME shall ensure all County's Confidential Information, including Personally Identifiable Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Agreement or at any time upon County's request, VENDOR NAME shall return all hardware, if any, provided by County containing Personally Identifiable Information or County's Confidential Information to County. The Personally Identifiable Information and County's Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. County acknowledges there may be costs associated with the return or destruction of hardware. Prior to incurring any costs for the return or destruction of hardware, VENDOR NAME shall provide County with an estimate of the costs and, if acceptable to County, County will pay the costs reasonably incurred in the event of requesting the return or destruction of all hardware. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by VENDOR NAME or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. VENDOR NAME's destruction or erasure of Personal Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

VENDOR NAME facilities that process Personally Identifiable Information or County's Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

VENDOR NAME shall: (1) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (2) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (3) ensure its operating procedures

will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

VENDOR NAME shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. VENDOR NAME shall record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. VENDOR NAME will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via email of any potential or actual security attacks or Security Incidents.
- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Upon 30 days' notice and no more than once per year, County or its third party designee (provided such third parties are bound by confidentiality obligations with Service Provider) may, but is not obligated, perform audits and security tests of VENDOR NAME's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low

vulnerabilities) and related corrective action schedule for which VENDOR NAME has undertaken on its behalf to assess VENDOR NAME's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

VENDOR NAME will provide to County a summary of: (1) the results of security audits, security reviews, or other relevant audits listed below, conducted by VENDOR NAME or a third party; and (2) the corrective actions or modifications, if any, VENDOR NAME will implement in response to such audits. Relevant audits conducted by VENDOR NAME as of the Effective Date include:

- a. ISO 27001 :2013 (Information Security Management) or FDA's Quality System Regulation, etc. – VENDOR NAME-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** -Audit conducted by non-VENDOR NAME personnel, to assess VENDOR NAME's level of compliance to applicable regulations, standards, and contractual requirements.
- b. SSAE-18 (formerly known as SAS -70 Type II) - As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.
 - (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (VENDOR NAME Self Audit), during the term of this Agreement, County or its third-party designee (provided such third parties are bound by confidentiality obligations with Service Provider) may annually, request a security audit of VENDOR NAME's data center and systems. The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the

specific information of other VENDOR NAME customers such as IP address, server names, etc.

VENDOR NAME shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. VENDOR NAME agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Each of VENDOR NAME and County (each, a "Disclosing Party" or "Discloser") may disclose confidential information to the other party (the "Receiving Party" or "Recipient") and the Disclosing Party agrees that all information supplied by its affiliates and agents to the Receiving Party including, without limitation, (a) any information relating to the customers, patients, business partners, or personnel; and (b) Personally Identifiable Information (as defined below) will be deemed confidential and proprietary to the Disclosing Party, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.
 - b. **County Data.** All of County's Confidential Information, data, records and information of County to which VENDOR NAME has access, or otherwise provided to VENDOR NAME under this Agreement ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by VENDOR NAME for any purpose other than as required under this Agreement, nor shall such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third-parties by VENDOR NAME or commercially exploited or otherwise used by or on behalf of VENDOR NAME, its officers, directors, employees, or agents.
 - c. **Non-Exclusive Equitable Remedy.** The Parties acknowledge and agree that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Agreement and be grounds
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for immediate termination of this Agreement in the exclusive discretion of the Disclosing Party.

- d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data. "Protected Health Information" as used in this Exhibit A shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by VENDOR NAME from or on behalf of County.

- (i) **Personally Identifiable Information.** In connection with this Agreement and performance of the services, VENDOR NAME may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- (ii) **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Agreement, and in particular the Confidentiality provisions of the Agreement, during the term of this Agreement and thereafter in perpetuity, VENDOR NAME will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Agreement or as VENDOR NAME may be expressly directed in advance in writing by County. VENDOR NAME represents and warrants that VENDOR NAME will use and process Personally Identifiable Information only in compliance with (a) this Agreement, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations
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(including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

- (iii) **Retention of Personally Identifiable Information.** VENDOR NAME will not retain any Personally Identifiable Information for any period longer than necessary for VENDOR NAME to fulfill its obligations under this Agreement. As soon as VENDOR NAME no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Agreement, VENDOR NAME will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.
 - (iv) **Return of Confidential Information.** On County's written request or upon expiration or termination of this Agreement for any reason, VENDOR NAME will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by VENDOR NAME, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Agreement, County will return or destroy all VENDOR NAME's Confidential Information (excluding items licensed to County hereunder or that provided to County by VENDOR NAME hereunder), at County's option.
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***BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE
PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)***

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. *DEFINITIONS*

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
 - 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
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- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
 - 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
 - 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
 - 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
 - 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
 - 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)
 - 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
 - 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (1) transmitted by electronic media; (2) maintained in electronic media.
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- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
 - 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
 - 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
 - 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
 - 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (1) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (2) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (3) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
 - 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
 - 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
 - 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
 - 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
 - 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
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- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. *PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION*

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
 - 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
 - 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
 - 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
 - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
 - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
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- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. *PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION*

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Section 2.2.

4. *OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION*

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. *REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION*

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
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- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
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5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-
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permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement)

shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
 - 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
 - 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.
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8. *AMENDMENT OF PROTECTED HEALTH INFORMATION*

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. *ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION*

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an
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accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
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13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll- free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees,

and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 14.3 THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS AND AFFILIATES TO THE OTHER PARTY AND ITS AGENTS AND AFFILIATES OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES OR PRODUCTS SHALL NOT EXCEED THREE (3) TIMES THE TOTAL AMOUNT PAID BY THE COVERED ENTITY TO BUSINESS ASSOCIATE UNDER THIS AGREEMENT.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this
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17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which
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destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. *AUDIT, INSPECTION, AND EXAMINATION*

19.1 No more than once annually, upon thirty (30) days' prior written request notice and not lasting longer than two (2) business days, Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment that gives rise to
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Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a Section in the HIPAA Rules means the Section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

APPENDIX D

STATEMENT OF WORK

EXHIBITS

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Exhibits

1	CONTRACT DISCREPANCY REPORT
2	USER COMPLAINT FORM
3	COUNTY COUNSEL SITE LOCATIONS
4	PROOF OF DELIVERY
5	COURT FILING INSTRUCTIONS
6	COURT FILING PROCEDURES
7	SERVICE OF PROCESS REQUEST FORM
8	CONTRACTORS ADMINISTRATOR
9	COUNTY'S ADMINISTRATION
10	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
11	e-DISCOVERY REQUEST FORM
12	COURT REPORTER REQUEST FORM

CONTRACT DISCREPANCY REPORT**TO:****FROM:****DATES:****Prepared:****Returned by Contractor:****Action Completed:****DISCREPANCY PROBLEMS:**_____
Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**_____
Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**_____
Signature of Contractor Representative_____
Date**COUNTY ACTIONS:****CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

USER COMPLAINT REPORT (UCR) FORM

DATE: _____

REQUESTOR'S NAME: _____

PHONE EXTENSION: _____

DIVISION: _____

VENDOR INFORMATION**A.** VENDOR NAME: _____**B.** VENDOR PERSONNEL INVOLVED: _____**TYPE OF SERVICE**

- ☐ COURT FILING
- ☐ MESSENGER SERVICE
- ☐ PHOTOCOPYING/DUPLICATION
- ☐ SERVICE OF PROCESS
- ☐ SUBPOENA PREPARATION
- ☐ SPECIAL REQUEST

NAME: _____

ADDRESS: _____

BRANCH NAME: _____

CASE NAME: _____

CASE NUMBER: _____

DATE OF REQUEST: _____

TIME REQUESTED: _____

DEADLINE/TIME-FRAME GIVEN: (CHECK ONE)

YES ☐ NO ☐

DATE: _____

STATUS OF REQUEST: (CHECK ONE)

COMPLETED ☐ INCOMPLETE ☐

DATE: _____

COMPLAINT: (BRIEF EXPLANATION)

COUNTY COUNSEL SITE LOCATIONS

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

Administrative Headquarters/ Main Location	Kenneth Hahn Hall of Administration Room 653 500 W. Temple Street Los Angeles, CA 90012 • Executive Office • Administrative Services Bureau • Affirmative Litigation • Appeals Division • Board Liaison Division • General Litigation Division • Government Services Division • Health Services Division • Justice & Safety Division • Labor & Employment Division • Litigation Monitoring Team • Peace Officer Records Division • Probate Division • Property Division • Public Works Division • Social Services Division • Technology & Business Solutions • Workers' Compensation Division
Field Locations	Edmund D. Edelman Children's Court 201 Centre Plaza Drive Monterey Park, CA 91754 Alfred J. McCourtney Juvenile Justice Center 1040 W. Avenue J, Suite 1114 Lancaster, CA 93534 Hollywood Courthouse 5925 Hollywood Blvd. Los Angeles, CA 90028 Metropolitan Transit Authority One Gateway Plaza, 24th Floor Los Angeles, CA 90012 Norwalk Court 12720 Norwalk Blvd, Basement Norwalk, CA 90650 Compton Courthouse 200 W Compton Blvd Compton, CA 90220

I. CENTRAL DISTRICT COURTS

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

II. OUTER-BRANCH SUPERIOR AND DISTRICT COURTS**1. Los Angeles County**

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

Los Angeles County, continue

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

2. San Bernardino County

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

San Bernardino County, continue

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

3. Orange County

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

4. Ventura County

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

5. San Diego County

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

6. Santa Cruz County

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

7. San Francisco County

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

8. Sacramento County

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

PROOF OF DELIVERY FORM

LOS ANGELES COUNTY COUNSEL PROOF OF DELIVERY			DATE OF REQUEST:	
<i>Los Angeles County Counsel</i> Room No.		TYPE OF SERVICE ☐ Regular (4 hours) ☐ Express (2 hours) ☐ Super (1 hour)		DOCUMENTS TO BE MESSENGERED OR PERSONALLY SERVED
SECRETARY:		PHONE NUMBER:		
ATTORNEY:		PHONE NUMBER		
CASE NO.				
RECEIVING PARTY Name of Person or Organization			ADDRESS/TELEPHONE NUMBER	
			COMMENTS:	
Received by:				
Date/Time:				

COURT FILING INSTRUCTIONS SHEET FOR PHYSICAL FILINGS

DATE: _____ DIVISION: _____
ATTORNEY: _____ EXTENSION: _____
SECRETARY: _____ EXTENSION: _____
CASE NAME: _____
CASE NO.: _____

SERVICE REQUIRED

☐ ROUTINE ☐ RUSH ☐ PRIORITY ☐ SPECIAL ☐ OTHER _____

COMPLETE BY: _____

LOCATIONS

☐ U.S. DISTRICT	☐ SUPREME COURT
☐ SUPERIOR COURT	☐ CRIMINAL COURTS BLDG.
☐ HALL OF RECORDS	☐ COURT OF APPEAL
☐ BANKRUPTCY COURT	
☐ OTHER/OUTER: _____	

BRANCH: _____

DEPARTMENT / DIVISION / ROOM: _____

ADDRESS: _____

SPECIAL REQUEST: ☐ PICK UP ☐ DROP OFF ☐ COPIES

SPECIAL INSTRUCTION: _____

CONFORMING / DATE STAMP

COURT FILING PROCEDURES

CONTRACTOR'S COURT FILER

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

COUNTY CONTRACT PROJECT MONITOR/DESIGNEE

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

SERVICE OF PROCESS REQUEST FORM

INVOICE															
VENDOR _____										DATE OF REQUEST:					
<i>Origin:</i>				TYPE OF SERVICE				DOCUMENTS TO BE SERVED							
				☐ Routine ☐ Rush ☐ Priority ☐ Special											
				SECRETARY:								PHONE NUMBER:			
				ATTORNEY:								PHONE NUMBER		HEARING DATE	
CASE NO.			PLAINTIFF DEFENDANT												
NAME OF PERSON/ENTITY TO BE SERVED						HOME ADDRESS/TELEPHONE NUMBER									
DESCRIPTION						BUSINESS ADDRESS/TELEPHONE NUMBER									
DATE OF BIRTH		SEX	RACE		HEIGHT	WEIGHT									
EYES	HAIR	SOC SEC NO.			DRIVER'S LICENSE NO										
MARKS															
ADDITIONAL HOME ADDRESS/TELEPHONE NUMBER				ADDITIONAL BUSINESS ADDRESS/TELEPHONE NUMBER				SPECIAL INSTRUCTIONS							
Verified:				Verified:				BILLING							
								PROCESS SERVICE							
								LOCATE/SKIP TRACE							
PERSON/ENTITY SERVED				SERVED AS/CAPACITY				INVESTIGATION							
								BAD ADDRESS							
DATE	TIME	SERVED BY		HEIGHT	WEIGHT	HAIR	EYES	AGE	RACE	INVOICE TOTAL					
	A.M. P.M.														

CONTRACTORS ADMINISTRATOR

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: _____

COUNTY'S ADMINISTRATION

COUNTY COUNSEL CONTRACT MANAGER:

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

:

COUNTY COUNSEL CONTRACT MONITOR:

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

COUNTY REQUESTING PARTY:

The County Requesting Party shall be County Counsel personnel.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

e-Discovery Request Form

Vendor:
Date of request: Click or tap to enter a date.

Requesting Division:	Choose an item.
-----------------------------	-----------------

Requestors:

Chose and item		Phone No:		Email:	
Attorney:		Phone No:		Email:	

Case Number:		Client/File Number:	
Case Name:			

Client/File Number:		No. of Client Users Needed:	
----------------------------	--	------------------------------------	--

Job Specifications

Please check off all services needed below:

- | | |
|---|---|
| ☐ Data Extraction | ☐ Third Party Loading |
| ☐ Data Ingestion | ☐ Third Party Data Hosting |
| ☐ Data Processing and Storage | ☐ Early Case Assessment & Consultation |
| ☐ Project Management/Case Analyst | ☐ Preservation & Litigation Holds |
| ☐ ESI Technical Service | ☐ Pre-Trial Consultation |
| ☐ Document Review & Production – First Level | ☐ On-Site Trial Support |
| ☐ Document Review & Production – Team Lead | ☐ Remote Trial Support |
| ☐ OCR | |

Additional Instructions/Information:

Division Chief Name:		Date:	Click or tap to enter a date.
Division Chief Signature:			

Court Reporter Request Form

Vendor:

Date of request: Click or tap to enter a date.

Requesting Division:	Choose an item.
-----------------------------	-----------------

Requestors:

Chose and item		Phone No:		Email:	
Attorney:		Phone No:		Email:	

Case Number:		Client/File Number:	
Case Name:			

Court/Arbitration Date and time:	Click or tap to enter a date.
---	-------------------------------

Job Specifications

Please check off all services needed below:

- | | |
|---|--|
| ☐ Court/Arbitration Hearing Transcripts
☐ Transcripts (Other than Court/Arbitration)
☐ e-Transcripts
☐ Condensed Transcript
☐ Videography Service (Set up + 1 Hour)
☐ Additional Videography hrs.– QTY.
☐ Interpreter hrs. – Qty.
☐ Media Stock/Disk
☐ Video Synchronizing hrs. – Qty.
☐ Certificate of Non Appearance | ☐ Delivery – Same Day
☐ Delivery – Next Day
☐ Delivery – 2-4 Days
☐ Delivery – 5-8 Days
☐ Deposition
☐ Video Tape Deposition
☐ Translated Deposition
☐ Zoom Deposition
☐ Word Index
☐ Real Time
☐ Rough Draft (ASCII/PDF) |
|---|--|

Additional Instructions/Information:

Division Chief Name:		Date:	Click or tap to enter a date.
Division Chief Signature:			