



DEAN C. LOGAN  
Registrar-Recorder/County Clerk



Los Angeles County Registrar-Recorder/County Clerk

October 13, 2015

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

Dear Supervisors:

**REQUEST TO APPROVE CONTRACT WITH CORELOGIC SOLUTIONS, LLC FOR  
REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Registrar-Recorder/County Clerk (RR/CC) requests approval of a new contract (Contract Number #15-005) with Corelogic Solutions, LLC (Corelogic) to provide real estate fraud notification services by mail within a legal timeframe to prevent and reduce real estate and foreclosure fraud in Los Angeles County. The current contract expires on October 24, 2015.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the RR/CC, or his designee to execute a Contract with Corelogic for real estate fraud notification services by mail, which is substantially similar to Attachment 1, effective October 25, 2015 through October 24, 2018 for a term of 3-years to cover the Contractor's fraud notification mailing costs at a rate of \$2.90 per unit and based on volume. The contract is financed pursuant to California Government Code Section 27387.1 which allows the RR/CC to collect a fraud notification mailing fee from a party recording a Deed, Quitclaim Deed, Deed of Trust, Notice of Default, or Notice of Sale. There is no maximum contract amount.
2. Delegate authority to the RR/CC, or his designee to prepare and execute future amendments to extend the Contract for four (4) one-year option terms and six (6) month-to-month options.
3. Delegate authority to the RR/CC, or his designee to terminate the contract for convenience.
4. Delegate authority to the RR/CC, or his designee to prepare and execute future amendments as

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

13 October 13, 2015

PATRICK O'QUINN  
ACTING EXECUTIVE OFFICER

needed, with County Counsel approval, to reflect changes in State and County law.

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

The RR/CC is responsible for recording the following five types of real estate documents affecting a homeowner's property ownership in Los Angeles County: (1): Deeds; (2): Quitclaim Deeds (3): Deeds of Trust; (4): Notices of Default and; (5): Notices of Sale.

The RR/CC is authorized by law to collect a \$7.00 fraud notification fee whenever a party files any of the above mentioned real estate documents. This fee covers Corelogic's \$2.90 per unit cost to mail fraud notification packets to homeowners (or occupants of the property) after a document has been recorded. The remainder of the fee will be distributed as required under the law and demonstrated below.

The notification packet contains a letter (in English and Spanish). It includes a phone number and e-mail to the Department of Consumer and Business Affairs (DCBA) AND, as required by Government Code 27297.6, either an enclosed copy of the (1): recorded Deed, Quitclaim Deed, Deed of Trust within 10 days of recordation (to comply with 30-day notification timeframe); OR (2): Notice of Default or Notice of Sale within 5 days of recordation (to comply with 14-day notification timeframe).

The DCBA is the County entity tasked with responding to and assisting recipients of the notifications. The DCBA offers free information, counseling, assistance, and investigates complaints of suspected real estate fraud in coordination with other law enforcement agencies.

The combined and collaborative efforts by the DCBA and the RR/CC through utilization of Corelogic's notification services provide homeowners and occupants with vital information regarding their real property and help protect them from criminal activity related to real estate and foreclosure fraud, schemes and scams.

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

This request supports the County Strategic Plan as follows:

Goal No. 1: Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

Goal No. 3: Integrated Services Delivery: Maximize opportunities to measurably improve client and operations and leverage resources through the continuous integration of health, community and public safety services.

### **FISCAL IMPACT/FINANCING**

There is no net county cost and no maximum contract amount. The contract is revenue generating through the collection of a fraud notification fee of \$7.00. The amount of fees collected from the RR/CC and the number of notifications required are dependent on the number of Deeds, Quitclaim Deeds, or Deeds of Trust, Notices of Default or Notices of Sale recorded by the RR/CC. Based on previous years, the RR/CC's estimated cost of mailing notification services portion with Corelogic for the 3-year term is projected to be up to \$4,500,000. The projected annual cost to extend this contract for each of the four option years is up to \$1,500,000 per option year (\$6,000,000 total).

**\$7.00 Fraud Notification Fee Cost Breakdown:**

The \$7.00 notification fee is statutorily allocated to cover 1) the mailing cost of the notification, as determined by a competitive contract solicitation process completed by the RR/CC; 2) the RR/CC's related administrative costs, not to exceed 10% of the total fee; and 3) the DCBA's actual cost in providing information and assistance to notification recipients. The cost breakdown is provided in the chart in Attachment 2.

It is also worth noting that as a result of the competitive contract solicitation, Corelogic reduced their rate from \$3.39 to \$2.90 per unit from the previous contract for the same fraud notification services. As a result of the \$0.49 cents per unit savings, the DCBA will receive an additional \$0.44 cents and the RR/CC will receive an additional \$0.05 per unit. These increased revenues to the County departments will help offset the actual costs in administering the Fraud Notification services, which currently exceed the statutorily authorized amount.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

**LEGISLATIVE OVERVIEW:**

On December 10, 1991 on a motion by Supervisor Antonovich, your Board instructed the RR/CC to develop legislation to require notification to homeowners of transfer and mortgage documents presented for recording to identify and prevent real estate fraud. In 1992, Senate Bill (SB) 1842 (which was subsequently passed by the California Legislature, became law and added to the California Government Code effective January 1, 1993), enacted the Real Estate Fraud Notification Program. California Government Code 27297.6 and 27387.1 authorizes the RR/CC to charge a fee to notify a homeowner after real estate documents had been recorded. Since the law took effect over 22 years ago, it has been revised and extended. The new sunset date is effective January 1, 2020 [(SB 1631[Watson]); (SB 62 [Liu] and SB 827)].

The legal timeframe to send fraud notices for processed Deeds, Quitclaim Deeds, or Deeds of Trust is within thirty (30) days of recordation. The legal timeframe to send fraud notices to homeowners subject to a notice of default or notice of sale is within five (5) days, but in any event no more than fourteen (14) days of recordation.

References: California Government Code 27387.1, Los Angeles County Code 2.32090, 2.32091, the Board Letter and Resolution related to the Real Estate Fraud Notification Program dated November 12, 2014.

**CONTRACTING PROCESS**

The RR/CC recommends a contract award to Corelogic to mail real estate fraud notices.

The RR/CC issued a Request for Proposals (RFP) #15-001 for real estate fraud notification services on January 29, 2015. The RFP was publicly advertised on the County's bid website, and six regional newspaper publications including the Los Angeles Daily News, Los Angeles Times, Daily Breeze, Antelope Valley Press, Downtown News, and La Opinion. A bidder's list was also created consisting of companies providing similar services. The companies on that list were contacted as well.

A mandatory proposer's conference was held on March 11, 2015, and the deadline for submitting proposals was March 20, 2015. Two proposals were received. Both passed the "pass/fail" initial

review of the solicitation's minimum requirements. The evaluation committee evaluated the proposals. Based on their criteria and percentages outlined in the RFP, Corelogic was the highest ranking Proposer and is being recommended for a contract award.

The RR/CC sent a letter outlining our intent to recommend them for a contract award to your Board on June 8, 2015 and received a Letter of Intent from Corelogic to provide real estate fraud notification services pending your Board's approval.

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

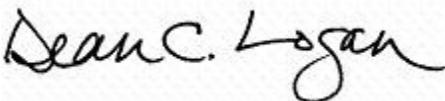
A new contract #15-005 with Corelogic will allow the RR/CC, jointly with the DCBA, to continue providing real estate fraud notification services by mail to deter, prevent and reduce real estate fraud, scams and schemes against homeowners and occupants of the address in Los Angeles County.

**CONCLUSION**

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

Department of Registrar-Recorder/County Clerk  
Contracts Section  
12400 Imperial Highway, Room #5115  
Norwalk, CA 90650

Respectfully submitted,



DEAN C. LOGAN  
Registrar-Recorder/County Clerk

DL:RF:fp

Enclosures

- c: Chief Executive Office
- Executive Office, Board of Supervisors
- RR/CC Board Deputies
- Chief Information Office
- County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CORELOGIC, SOLUTIONS LLC**

**FOR**

**REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL**

**#15-005**

**CONTRACT #15-005 FOR REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL  
TABLE OF CONTENTS**

<b>PARAGRAPH</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>	.....	<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b> .....	<b>2</b>
<b>3.0</b>	<b>WORK</b> .....	<b>4</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0</b>	<b>CONTRACT SUM</b> .....	<b>5</b>
	<b>INVOICES AND PAYMENTS</b> .....	<b>6</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b> .....	<b>7</b>
	6.1 COUNTY’S PROJECT DIRECTOR .....	<b>7</b>
	6.2 COUNTY’S PROJECT MANAGER.....	<b>7</b>
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
	7.1 CONTRACTOR’S PROJECT MANAGER.....	<b>8</b>
	7.2 APPROVAL OF CONTRACTOR’S STAFF .....	<b>8</b>
	7.3 CONTRACTOR’S STAFF IDENTIFICATION.....	<b>8</b>
	7.4 BACKGROUND AND SECURITY INVESTIGATIONS.....	<b>8</b>
	7.5 CONFIDENTIALITY .....	<b>9</b>
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
	8.1 AMENDMENTS .....	<b>10</b>
	8.2 ASSIGNMENT AND DELEGATION.....	<b>11</b>
	8.3 AUTHORIZATION WARRANTY .....	<b>12</b>
	8.4 BUDGET REDUCTIONS .....	<b>12</b>
	8.5 COMPLAINTS .....	<b>12</b>
	8.6 COMPLIANCE WITH APPLICABLE LAW .....	<b>13</b>
	8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS .....	<b>14</b>
	8.8 COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM .....	<b>14</b>
	8.9 CONFLICT OF INTEREST .....	<b>16</b>
	8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	<b>16</b>
	8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS .....	<b>16</b>
	8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	<b>17</b>
	8.13 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S	

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW ..... 19

8.14 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S  
CHILD SUPPORT COMPLIANCE PROGRAM..... 20

8.15 COUNTY’S QUALITY ASSURANCE PLAN..... 20

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS ..... 21

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION..... 21

8.18 FACSIMILE REPRESENTATIONS..... 21

8.19 FAIR LABOR STANDARDS ..... 22

8.20 FORCE MAJEURE ..... 22

8.21 GOVERNING LAW, JURISDICTION, AND VENUE ..... 23

8.22 INDEPENDENT CONTRACTOR STATUS..... 23

8.23 INDEMNIFICATION..... 23

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE ..... 24

8.25 INSURANCE COVERAGE ..... 28

8.26 LIQUIDATED DAMAGES ..... 29

8.27 MOST FAVORED PUBLIC ENTITY ..... 30

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION..... 31

8.29 NON EXCLUSIVITY..... 32

8.30 NOTICE OF DELAYS ..... 32

8.31 NOTICE OF DISPUTES ..... 32

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED  
INCOME CREDIT ..... 33

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY  
SURRENDERED BABY LAW ..... 33

8.34 NOTICES..... 33

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION ..... 33

8.36 PUBLIC RECORDS ACT..... 34

8.37 PUBLICITY ..... 34

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT ..... 35

8.39 RECYCLED BOND PAPER..... 36

8.40 SUBCONTRACTING ..... 36

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY’S CHILD SUPPORT  
COMPLIANCE PROGRAM..... 38

8.42 TERMINATION FOR CONVENIENCE ..... 38

8.43 TERMINATION FOR DEFAULT ..... 38

8.44 TERMINATION FOR IMPROPER CONSIDERATION..... 40

8.45 TERMINATION FOR INSOLVENCY..... 40

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST  
ORDINANCE ..... 41

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS..... 41

8.48 VALIDITY..... 41

8.49 WAIVER..... 42

8.50 WARRANTY AGAINST CONTINGENT FEES..... 42

8.51 WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED  
PROPERTY TAX REDUCTION PROGRAM ..... 42

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM..... 42

8.53 TIME OFF FOR VOTING..... 43

**9.0 UNIQUE TERMS AND CONDITIONS..... 43**

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE  
PROGRAM ..... 43

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.... 44

9.3 DATA DESTRUCTION ..... 45

SIGNATURES ..... 47

**STANDARD EXHIBITS TO CONTRACT**

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACT DISCREPANCY REPORT AND PERFORMANCE  
REQUIREMENT SUMMARY (PRS)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CORELOGIC, SOLUTIONS LLC  
FOR  
REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL**

This Contract and Exhibits made and entered into this \_\_\_\_ day of October 2015 by and between the County of Los Angeles, hereinafter referred to as County and Corelogic, Solutions LLC, hereinafter referred to as Contractor. Contractor is located at 40 Pacifica, Suite 900 Irvine, CA 92618. County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

**RECITALS**

**WHEREAS**, the County's Department of Registrar-Recorder/County Clerk (RR/CC) is required to notify by mail, within 30 days of recording, each Principal Party purportedly signing a Deed, Trust Deed, or Quitclaim Deed (as such terms are hereinafter defined), that such document(s) have been recorded and the party or parties subject to a notice of default or notice of sale, (as such terms are hereinafter defined), including the occupants of that property, within five (5) days, but in any event no more than fourteen (14) days of recordation;

**WHEREAS**, the County may contract with private businesses for such real estate fraud notification services when certain requirements are met;

**WHEREAS**, Contractor is a private firm specializing in land title and record searches for providing real estate fraud notification services; and

**WHEREAS**, this Agreement is authorized under Government Code Sections 27297.6 and 27387.1.

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

## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C – Contractor Discrepancy Report and (CDR) Performance Requirement Summary (PRS)
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

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

- 2.1 **“Contract”** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of

- the Statement of Work, Exhibit A. The term “Agreement” and “Contract” are interchangeable.
- 2.2 **“Contractor”** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **“Contractor Project Manager”** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **“County Contract Project Monitor”** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **“County Project Director”** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County’s Project Manager.
- 2.6 **“County Project Manager”** Person designated by County’s Project Director to manage the operations under this Contract.
- 2.7 **“Day(s)”** Calendar day(s) unless otherwise specified.
- 2.8 **“Deed of Trust”** as used herein shall mean a third partly security document (instrument) conveying title to land or property as security for a loan or for the performance of an obligation.
- 2.9 **“Fiscal Year”** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **“Initial Term”** as used herein shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement) of the Agreement.
- 2.11 **“Notice of Default”** as used herein shall mean a written document (instrument) that will evidence a trustor’s failure to perform his/her obligation under a Deed of Trust.
- 2.12 **“Notice of Sale”** as used herein shall mean a written document (instrument) that will evidence that a foreclosure sale will be conducted by a trustee in exercise of a power of sale.
- 2.13 **“Option Term”** as used herein shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement) of the Agreement.

- 2.14 **“Quitclaim Deed”** as used herein shall mean a deed to relinquish any interest in property which the Grantor (owner) may have without any warranty of title interest.
- 2.15 **“Party” or “Parties”** as used herein in Appendix A (Sample Contract) shall have the same meaning as set forth in the Recitals.
- 2.17 **“Recorded Deed”** as used herein shall mean a written document (instrument) by which the ownership of a land or property is transferred from one person to another.
- 2.18 **“Registrar-Recorder/County Clerk” or “RR/CC”** is the Department of Registrar-Recorder/County Clerk of Los Angeles County. It also refers to the Department Head.
- 2.19 **“Tax Assessment”** as used herein shall mean the appraisal of a particular property for the purpose of levying a tax, or the amount of the tax levied.
- 2.20 **“Term”** as used herein, shall have the same meaning as set forth in Paragraph 4.0 (Term of Agreement) of the Agreement.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1 The initial term (“Initial Term”) of this Contract shall be three (3) years commencing after execution by County’s Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Initial Term for up to four (4) additional one-year periods “Option Term” and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the RR/CC or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify RR/CC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

- 5.1 The "Contract Price" under this Contract shall include all Contractor's fees for supplying all tasks, subtasks, deliverables, goods, and services to perform real estate fraud notification services as specified in this Agreement and all applicable taxes. Contractor shall bill County a firm fixed unit price of \$2.90 for providing real estate fraud notification services for each recorded Deed, Trust Deed, Quitclaim Deed, Notice of Default and Notice of Sale sent to Contractor by RR/CC.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provided in Exhibit E - County's Administration.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare line-item, detailed invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule and include on the invoice Contract Number #15-005 for Real Estate Fraud Notification Services.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall e-mail all monthly invoices to all County employees listed in Exhibit E (County Administration) by the 15<sup>th</sup> calendar day of the month following the month of service which all tasks, deliverables, goods, services are provided.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address and e-mailed to the County's Project Manager and Director:

Department of Registrar-Recorder/County Clerk  
Financial Services  
12400 E. Imperial Highway, Room 7211  
Attn: Fiscal Officer  
(562) 462-2680

**5.5.6 County Approval of Invoices**

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

**5.5.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF CONTRACT - COUNTY**

**COUNTY ADMINISTRATION**

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

**6.1 County's Project Director**

Responsibilities of the County's Project Director include:

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

**6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

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

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

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have two (2) years of experience, within the last five (5) years, managing the services specified in Exhibit A (Statement of Work).

### **7.2 Approval of Contractor's Staff**

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

### **7.3 Contractor's Staff Identification**

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

### **7.4 Background and Security Investigations**

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

expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and

adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G1.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor's authorized official and by RR/CC or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by RR/CC or his/her designee.

8.1.3 The RR/CC or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by RR/CC or his/her designee.

- 8.1.4 For any change which materially affects the scope of work, unit price or payments included in this Agreement, an Amendment shall be prepared and executed by the Contractor's authorized official and the Los Angeles County Board of Supervisors.
- 8.1.5 As used herein, the term "materially" is defined as being a change in the Statement of Work which would increase the unit price by more than thirty percent (30%).

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

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

8.5.1 Within twenty-five (25) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

**8.6 COMPLIANCE WITH APPLICABLE LAW**

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

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

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

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under

one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

## **8.9 CONFLICT OF INTEREST**

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

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

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

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

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

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for

the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

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

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 Contractor Hearing Board

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

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster

to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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

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

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

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

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

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

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

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 FAIR LABOR STANDARDS**

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

### **8.20 FORCE MAJEURE**

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

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

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

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

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

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness

fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty

thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

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

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

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

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

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.3 Cancellation of or Changes in Insurance**

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

**8.24.4 Failure to Maintain Insurance**

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

**8.24.5 Insurer Financial Ratings**

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

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

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or

self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.24.7 Waivers of Subrogation**

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

**8.24.8 Sub-Contractor Insurance Coverage Requirements**

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

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

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

**8.24.10 Claims Made Coverage**

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

**8.24.11 Application of Excess Liability Coverage**

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

**8.24.12 Separation of Insureds**

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

**8.24.13 Alternative Risk Financing Programs**

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

**8.24.14 County Review and Approval of Insurance Requirements**

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

**8.25 INSURANCE COVERAGE**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less

than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

**8.25.4 Professional Liability/Errors and Omissions**

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

**8.26 LIQUIDATED DAMAGES**

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

8.26.2 If the RR/CC, or his/her designee, determines that there are deficiencies in the performance of this Contract that the RR/CC, or his/her designee, deems are correctable by the Contractor over a certain time span, the RR/CC, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the RR/CC, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is **One Thousand Dollars (\$1,000) per day per infraction**, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

## 8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California

or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

**8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to:

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

## **8.29 NON EXCLUSIVITY**

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

## **8.30 NOTICE OF DELAYS**

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

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as

stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the RR/CC, or designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

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

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

**8.34 NOTICES**

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

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### 8.36 PUBLIC RECORDS ACT

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

### 8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project

Director. The County shall not unreasonably withhold written consent.

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

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

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

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

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

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

### **8.39 RECYCLED BOND PAPER**

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

### **8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.

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

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

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

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

**8.42 TERMINATION FOR CONVENIENCE**

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

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

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

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

**8.43 TERMINATION FOR DEFAULT**

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

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

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

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

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

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

#### **8.45 TERMINATION FOR INSOLVENCY**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be

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

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

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

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

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

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

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

**8.50 WARRANTY AGAINST CONTINGENT FEES**

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

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

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

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

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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

**8.53 TIME OFF FOR VOTING**

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

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise (SBE) Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SBE.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SBE.
- 9.1.4 If the Contractor has obtained certification as a SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for

certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

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

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

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of

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

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

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

### 9.3 DATA DESTRUCTION

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

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

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

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

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

**COUNTY OF LOS ANGELES**

**CORELOGIC, SOLUTIONS LLC**

By: \_\_\_\_\_

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By: \_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAXPAYER ID#

APPROVED AS TO FORM:

MARY C. WICKHAM  
Interim County Counsel

By \_\_\_\_\_

By: LAURA T. CARINERA  
Deputy County Counsel

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# STATEMENT OF WORK

## REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL #15-005

### TABLE OF CONTENTS

1.0 SCOPE OF WORK ..... Page 2

2.0 QUALITY CONTROL ..... Page 2

3.0 QUALITY ASSURANCE PLAN ..... Page 3

4.0 DEFINITIONS ..... Page 3

5.0 RESPONSIBILITIES ..... Page 4

6.0 SPECIFIC WORK REQUIREMENTS ..... Page 7

7.0 GREEN INITIATIVES ..... Page 12

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART ..... Page 12

## **1.0 SCOPE OF WORK**

The County of Los Angeles Department of the Registrar-Recorder/County Clerk ("RR/CC") records all Deeds, Quitclaim Deeds, Deeds of Trust, Notice of Default and Notice of Sales documents. Pursuant to Government Code §27297.6(a)(1)A and §27297.6 (a)(1)B, RR/CC is required to notify the party or parties executing a deed, quitclaim deed, or deed of trust within thirty (30) days of recordation, and the party or parties subject to a notice of default or notice of sale, including the occupants of that property, within five (5) days, but in any event no more than fourteen (14) days of recordation.

Contractor shall be required to notify by United States Postal Service (USPS) first-class mail each party or parties executing a deed, quitclaim deed, or deed of trust within thirty (10) days of recordation, and the party or parties subject to a notice of default or notice of sale, including the occupants of that property, within five (5) days after such information is made available to Contractor by the RR/CC, as indicated in Government Code § 27297.6 (a)(1)A and B. Contractor shall be required to research land title records, assessor parcel numbers, tax records and property ownership documents to obtain the most recent mailing addresses to complete all work requirements specified in Paragraph 5.0 and 6.0 of this Statement of Work.

RR/CC reserves the right to utilize the latest media technology that best serves the interest of the County in order to provide the required real property information.

## **2.0 QUALITY CONTROL**

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

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

- 2.3 A method of ensuring uninterrupted service to RR/CC that covers out of state disaster recovery/business resumption and timeframes to recover in the event of work stoppage.

### **3.0 QUALITY ASSURANCE PLAN**

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

#### **3.1 Quarterly Meetings**

Contractor shall be required to attend scheduled quarterly meetings at the RR/CC's Norwalk location to discuss the status of the contract. During this meeting a status report shall be provided to the County Project Manager by the contractor on the services provided along with any concerns. The Status reports shall include the status of mailing time frames and notice counts.

#### **3.2 County Observations**

In addition to RR/CC contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Statement of Work at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

#### **3.3 Contract Discrepancy Report (SOW Exhibit C)**

Verbal notification of a Contract discrepancy will be made to the Contractor Project Manager as soon as possible whenever a Contract discrepancy is identified.

The County Project Manager will determine whether a formal Contract Discrepancy Report (Exhibit C) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within 24 hours, 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 Project Manager fifteen (15) business days or a time period mutually agreed upon by the County and the Contractor.

#### 4.0 DEFINITIONS

- 4.1 "Party or Parties" as used herein shall mean the Owner(s) or party executing or subject to one of the document types referenced in 4.4 through 4.8 below.
- 4.2 "Days" as used herein shall mean calendar days including weekends and holidays.
- 4.3 "Tax Records" as used herein shall mean the records on file with the County of Los Angeles Assessor's Office
- 4.4 "Deed" as used herein shall mean a written document (instrument) by which the ownership of a land or property is transferred from one person to another.
- 4.5 "Quitclaim Deed" as used herein shall mean a deed to relinquish any interest in property which the Grantor (owner) may have without any warranty of title interest.
- 4.6 "Deed of Trust" as used herein shall mean a third party security document (instrument) conveying title to land or property as security for a loan or for the performance of an obligation.
- 4.7 "Notice of Default" as used herein shall mean a written document (instrument) that will evidence a trustor's failure to perform his/her obligation under a Deed of Trust.
- 4.8 "Notice of Sale" as used herein shall mean a written document (instrument) that will evidence that a foreclosure sale will be conducted by a trustee in exercise of a power of sale.

#### 5.0 RESPONSIBILITIES

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

##### **COUNTY**

##### **5.1 Personnel**

The County will administer this project in accordance with Paragraph 6.0 (Administration of Contract-County) of the Contract. Specific duties will include:

##### **5.1.1 Monitoring the Contractor's performance under this Contract.**

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

5.1.3 Preparing amendments to the Contract in accordance with the Paragraph 8.1 (Amendments) of the Contract.

## **5.2 Furnished Items**

The County will provide only the items specified herein:

5.2.1 Two sets of official records in a tagged image files format ("TIFF") Group IV multipage format through a secure file transfer protocol (SFTP) or another suitable transfer process.

i) A preliminary subset of official records that only contains the notice of default and notice of sale document images for immediate processing by the Contractor to meet the 14 day timeframe.

ii) The complete official recording day will be delivered after the preliminary subset of official records. The complete official recording date will contain the notice of default and notice of sale document images; however the contractor shall not process these documents in order to avoid duplicate notification letters. Contractor will only process the deed, quitclaim deed, or deed of trust from the complete official recording date.

5.2.2 Original (8½" x 11") notice informing the party of the purpose of the notification entitled "A Document Has Been Recorded On Your Property" relating to Deeds. The page shall be two-sided, English and Spanish.

5.2.3 Original (8½" x 11") information sheet titled "A Deed Has Been Recorded, Have a Question?" advising customers to call Consumer Affairs if they have questions relating to the document. The page shall be two-sided, English and Spanish.

5.2.4 Original (8½" x 11") notice titled "The Property You Own or Rent maybe in Foreclosure" relating to Notice of Default and Sale documents advising customers to call Consumer Affairs if they have a question. The page shall be two-sided, English and Spanish.

- 5.2.5 Original (8½" x 11") information sheet titled "Free Foreclosure Help" The page shall be two-sided, English and Spanish.

### **CONTRACTOR**

#### **5.3 Project Manager**

- 5.3.1 Contractor shall provide a full-time Project Manager. In the event the Project Manager is not available a designated alternate must be available to comply with all requirements during the specified timeframes. County must have access to the Project Manager during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m. Contractor shall provide a telephone number where the Project Manager may be reached during normal business hours stated above.
- 5.3.2 Project Manager shall act as a central point of contact with the County.
- 5.3.3 Project Manager/alternate shall have two (2) years of experience in the management and operation of researching documents for land, title, property, tax records and principal ownership, with expertise in interpreting information from said documents to perform required service.
- 5.3.4 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.

#### **5.4 Personnel**

- 5.4.1 Contractor shall assign a sufficient number of employees to perform the required work within the required timeframe. Employees are to specifically have the expertise and skillsets required to understand and interpret the information from RR/CC, Assessor's Office and other information relating to description information on specified documents so that the correct name and address can be derived from such information.
- 5.4.2 Contractor may be required to perform a background check on their employees as set forth in Paragraph 7.4 (Background & Security Investigations) of the Contract.
- 5.4.3 Any services subcontracted shall adhere to County's approval pursuant to Paragraph 8.40 (Subcontracting) of the Contract.

## **5.5 Identification Badges**

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

## **5.6 Materials and Equipment**

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.

## **5.7 Training**

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

5.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to State 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 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to County inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, Contractor must provide an answering service/voicemail or email address for emergency situations. Emergency situation shall be responded to within 24 hours of the call or message.

## **6.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall be responsible for all processes as specified herein:

6.1 Contractor shall notify by USPS first-class mail each principal party that executes/signs a recorded deed, quitclaim deed and/or deed of trust as soon as possible, but in no event more than ten ( 10) days after the date such information is made available to Contractor by the RR/CC. Contractor shall meet the required timeframe above in order to meet the

statutory timeframe of notifying the principal parties within 30 days of recordation.

- 6.2 Contractor shall notify by USPS first-class mail the party or parties subject to a notice of default or notice of sale, including the occupants of that property, as soon as possible, but in no event more than five (5) days after the date such information is made available to Contractor by the RR/CC. Contractor shall meet the required timeframe above in order to meet the statutory timeframe of notifying the parties who receive notices of default and/or sale within five (5) days, but no more than 14 days of recordation of these documents.
- 6.3 Contractor shall obtain the mailing address used by each party executing of subject to a notice from the most recent tax record information available from the Los Angeles County Assessor's Office.
- 6.4 Notices deeds, quitclaim deeds and trust deeds must be mailed to all parties. If the owners address is different from the property address (situs), notices shall be mailed to both the address on the annual tax statement and to the property address for all identified targets sent to the contractor.
- 6.5 Notices must be mailed to parties who receive a Notice of Default and/or Notice of Sale at the property address and the annual tax statement mailing address if it differs.
- 6.6 Notice of Default and Notice of Sale notices shall include the wording "Current Occupant" alongside the principal parties name.
- 6.7 All notices sent to all signing parties for a specific recorded deed, quitclaim deed, deed of trust, Notice of Default and Notice of Sale shall, taken together, be one (1) fraud notification unit for which Contractor shall be paid one (1) unit rate. One (1) unit shall include the mailing to multiple addresses if the property address differs from the annual tax statement mailing address.
- 6.8 Contractor shall obtain tagged image files format ("TIFF") Group IV multipage format of official records using an agreed-upon file transfer process. This shall include either a Secure File Transfer Protocol (SFTP), or another suitable transfer process. Such official records shall be used by Contractor as the basis for notifying all parties.
- 6.9 Contractor shall ensure that obtained image files of official records, are solely used for the purpose of the required services and comply with

maintaining confidentiality of all records as set forth in Paragraph 7.5 (Confidentiality) of the Contract.

- 6.10 Contractor shall promptly delete stored image files upon completion of task from all applicable systems.

Contractor shall retain, maintain and be able to retrieve copies of mailed notices and information on mailing locations for the County upon request for seven (7) years. In addition, keep proper documentation specifying the date image files were deleted.

- 6.11 Contractor shall prepare a notice package to notify each party with the following:

6.11.1 A copy of the recorded document on file with RR/CC.

6.11.2 Copies of the original single page (8½" x 11") notice informing the party of the notification entitled "A Document Has Been Recorded On Your Property" relating to Deeds. The page shall be two-sided and yellow in color (1 side English, 1 side Spanish). *Original document is provided by County.*

6.11.3 Copies of the original single page (8½" x 11") notice informing the party of the assistance offered by Consumer Affairs relating to Deeds entitled "A Deed Has Been Recorded – Have a Question Call Consumer Affairs." The page shall be two-sided (1 side English, 1 side Spanish). *Original document is provided by County.*

6.11.4 Copies of the original survey postcard to be completed by principal party (the postcard shall be pre-addressed to RR/CC). The page shall be two-sided (1 side English, 1 side Spanish). *Original document is provided by County.*

6.11.5 Copies of the original single sheet (3½" x 8") describing "How the Property Tax System works." The page shall be two-sided (1 side English, 1 side Spanish). *Original document is provided by Contractor.*

6.11.6 Copies of the original single two-sided sheet (8½" x 11") notice informing the party of the purpose of the notification entitled "The Property You Own or Rent May Be in Foreclosure" relating to Notice of Default and Sale documents. The page shall be two-sided and blue in color.

(1 side English, 1 side Spanish). *Original document is provided by County.*

- 6.11.7 Copies of the original single two-sided sheet (8½” x 11”) notice informing the party of the purpose of the notification entitled “Free Foreclosure Help Call Consumer Affairs” relating to Notice of Default and Sale documents. The page shall be two-sided (1 side English, 1 side Spanish). *Original document is provided by County.*

Any modifications to notice package above requires prior approval from County Project Director. Modifications meaning change of page/sheet size, style and/or information content.

- 6.12 Contractor shall supply, at no additional cost to County, all postage, envelopes and any other supplies required to complete the work.
- 6.13 Contractor shall obtain and pay for a post office box for notifications returned by mail. County shall have access to the box for monitoring purpose at all times. Contractor shall also pay, at no additional costs to County, for the mail permit required from the U.S. Postal Service for the box.
- 6.14 Each envelope shall contain a notification for one party that purportedly signed a recorded document. Contractor shall send each party the five (5) documents listed above. If there is more than one party signing the recorded document, up to four (4) parties may be notified at a single address in one envelope. The name of each party shall be listed on the mailing address of the envelope. If there are more than four (4) individuals to notify at a single address, multiple mailings shall be necessary.
- 6.15 Each envelope mailed to the property (situs) address as a result of a notice of default or notice of sale shall be addresses to the occupant as well as the principal parties of the situs.
- 6.16 Contractor shall determine the correct address of the affected property for all mailings by the legal description listed on the recorded document. Contractor shall then determine the property address and annual tax statement mailing address from the records of the Los Angeles County Assessor’s Office.
- 6.17 Contractor shall determine the correct address of the property subjected to either notice from the legal description, property address or other

means in the event the Assessors Parcel Number (APN) is not available on the document.

- 6.18 Contractor shall not invoice County for any notifications that are mailed to incorrect addresses.
- 6.19 Contractor shall not be responsible for any errors or inaccuracies caused by the County, including the parcels where County has indicated an address for the party to be notified, but no such address can be derived from the Los Angeles County Assessor's Office's records.
- 6.20 Reporting Requirements: Contractor shall, within ten (10) days after the end of each calendar month, provide County a monthly status report on electronic media in a PDF format indicating the following:
  - 6.20.1 The total number of fraud notifications mailed during the preceding month. This shall consist of a daily subtotal of all recorded documents received, target units for each day's mailing. The daily subtotal shall include only the entire day's recorded documents as opposed to mailings for only part of a day's recorded documents.
  - 6.20.2 The document number of the recorded document to which each fraud notification applies.
  - 6.20.3 The date of receipt from County of the recorded document to which each notification applies.
  - 6.20.4 The date of mailing for each notification.
  - 6.20.5 The document number and date of the recorded document for which no mailing address can be located.
  - 6.20.6 The address to which each notification was mailed.
  - 6.20.7 A list of targeted documents (deeds, deeds of trust, quitclaim deeds, notice of default, and notice of sale) with totals for which fraud notifications have been completed. This list shall be on SFTP electronic media format acceptable to County.
  - 6.20.8 Documentation specifying the date image files were deleted as set forth in Paragraph 5.9 of this Statement of Work.

6.20.9 Contractor shall maintain reports and lists stated above and make them available to County on demand for auditing purposes.

6.20.10 Contractor shall make available individual proof of mailing reports for individual or groups of properties upon request.

## **7.0 GREEN INITIATIVES**

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

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

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

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

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

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

## EXHIBIT B: PRICING SCHEDULE

### REAL ESTATE FRAUD NOTIFICATION SERVICES BY MAIL

For more information on the invoice process, see 5.5 (Invoices and Payments) of the contract.

**Price \$** \$2.90

***Formula: unit price x number of Deeds, Trust Deeds, Quit Claim Deeds, Notice of Default, and Notice of Sale processed***

**(Unit price includes all fees for supplying all tasks, subtasks, deliverables, goods, services and any applicable taxes)**



**EXHIBIT 2**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**  
**FOR REAL ESTATE FRAUD NOTIFICATION SERVICES**

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>	<b>DEDUCTIONS/FEEES TO BE ASSESSED</b>
AGREEMENT: Paragraph 7.0 (Administration of Agreement-Contractor), Sub-paragraph, 7.1 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection & Observation	\$50 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Sub-paragraph 8.38 (Record Retention & Inspection/Audit Settlement)	Contractor to maintain all required documents as specified under this Sub-paragraph.	Inspection of files	\$100 per occurrence
AGREEMENT: Paragraph 8.0 (Standard Terms & Conditions), Sub-paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$1000 per occurrence; possible termination for default of contract
SOW: Paragraph 3.0 (Quality Assurance Plan), Sub-paragraph 3.1	Contractor's representative to attend quarterly meetings.	Attendance	\$50 per occurrence
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.1	Contractor shall notify, by USPS first-class Mail, each principal party that signs a recorded deed, quitclaim deed and/or deed of trust, including the occupants of that property as soon as possible, but in no event more than ten (10) days, after the date such information is made available to Contractor by County's RR/CC.	Contractor's report of completed units and dates of mailing	\$1000 per day
SOW: Paragraph 6.0 (Specific Work	Contractor shall notify, by USPS	Contractor's report of	\$1000 per day

Requirements), Sub-paragraph 6.2	first-class Mail, parties subject to a notice of default or notice of sale, including the occupants of that property as soon as possible, but in no event more than ten (5) days, after the date such information is made available to Contractor by County's RR/CC.	completed units and dates of mailing	
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.1 and 6.2	Contractor shall meet the required notification timeframes to party(ies).	Review of documentation	\$1000 each occurrence
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.3	Contractor shall obtain the mailing address used by each such principal party from the most recent tax assessment information available from the Los Angeles County Assessor.	County Quality Control: follow up of unmarked, undeliverable, or returned mailings.	\$50 each occurrence where Contractor failed to identify proper address
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.11	Contractor shall promptly delete stored image file upon completion of task from all applicable systems and keep proper documentation specifying the date image file were deleted.	Periodic site visit and review of documentation	\$1000 each occurrence
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.12	Contractor shall include all required materials in mailings.	Periodic site visit and test case results	\$50 each occurrence
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.14	Contractor shall obtain and pay for a Post Office Box for notifications returned by mail. County shall have access to the box for monitoring purpose at all times.	Copy of United States Postal Service receipt for PO Box and extra set of key for RR/CC access.	\$100 per day
SOW: Paragraph 6.0 (Specific Work Requirements), Sub-paragraph 6.21	Contractor submits monthly status reports with required information under this sub-paragraph.	Inspection of files	\$50 per occurrence

## CONTRACTOR'S EEO CERTIFICATION

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Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

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Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**COUNTY'S ADMINISTRATION**

As of October 25, 2015

**CONTRACT #:**15-005

**CONTRACTOR'S NAME:** Corelogic , Solutions LLC

**CONTRACT TITLE:** Real Estate Fraud Notification Services

**COUNTY PROJECT DIRECTOR:**

Monique Blakely  
MBlakely@rrcc.lacounty.gov  
(562) 462-2073

**COUNTY PROJECT MANAGERS/STAFF:**

Jaime Pailma  
(562)462-2889  
JPailma@rrcc.lacounty.gov

**COUNTY CONTRACT ADMINISTRATOR**

All notices to COUNTY shall be mailed and e-mailed to the following:

Cecille Asuncion  
(562) 462-2907  
[casuncion@rrcc.lacounty.gov](mailto:casuncion@rrcc.lacounty.gov)

**FINANCE/INVOICES**

E-mail all invoices to the project director, project managers, contractor administer listed above and the following finance staff.

Stephanie Chow  
[SChow@rrcc.lacounty.gov](mailto:SChow@rrcc.lacounty.gov)

Jennie Kim  
[JKim@rrcc.lacounty.gov](mailto:JKim@rrcc.lacounty.gov)

[accountspayable@rrcc.lacounty.gov](mailto:accountspayable@rrcc.lacounty.gov)

## CONTRACTOR'S ADMINISTRATION

As of October 25, 2015

**CONTRACT #:**15-005

**CONTRACTOR'S NAME:** Corelogic, Solutions LLC

**CONTRACT TITLE:** Real Estate Fraud Notification Services

**CONTRACTOR'S PROJECT MANAGER(S)/STAFF:**

Manny Cuevas  
Direct 949.214.1356  
[mcuevas@corelogic.com](mailto:mcuevas@corelogic.com)

Jacques Truong  
Direct 949.214.1291  
[JTruong@corelogic.com](mailto:JTruong@corelogic.com)

Tracie Wilson  
(949)236-1894  
[trawilson@corelogic.com](mailto:trawilson@corelogic.com)

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND  
COPYRIGHT ASSIGNMENT AGREEMENT (Exhibit G2-IT)**

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

Contractor Name: \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT Exhibit G3-IT**

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

**Contractor Name:** \_\_\_\_\_ **Contract No:** \_\_\_\_\_

**Non-Employee 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 your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

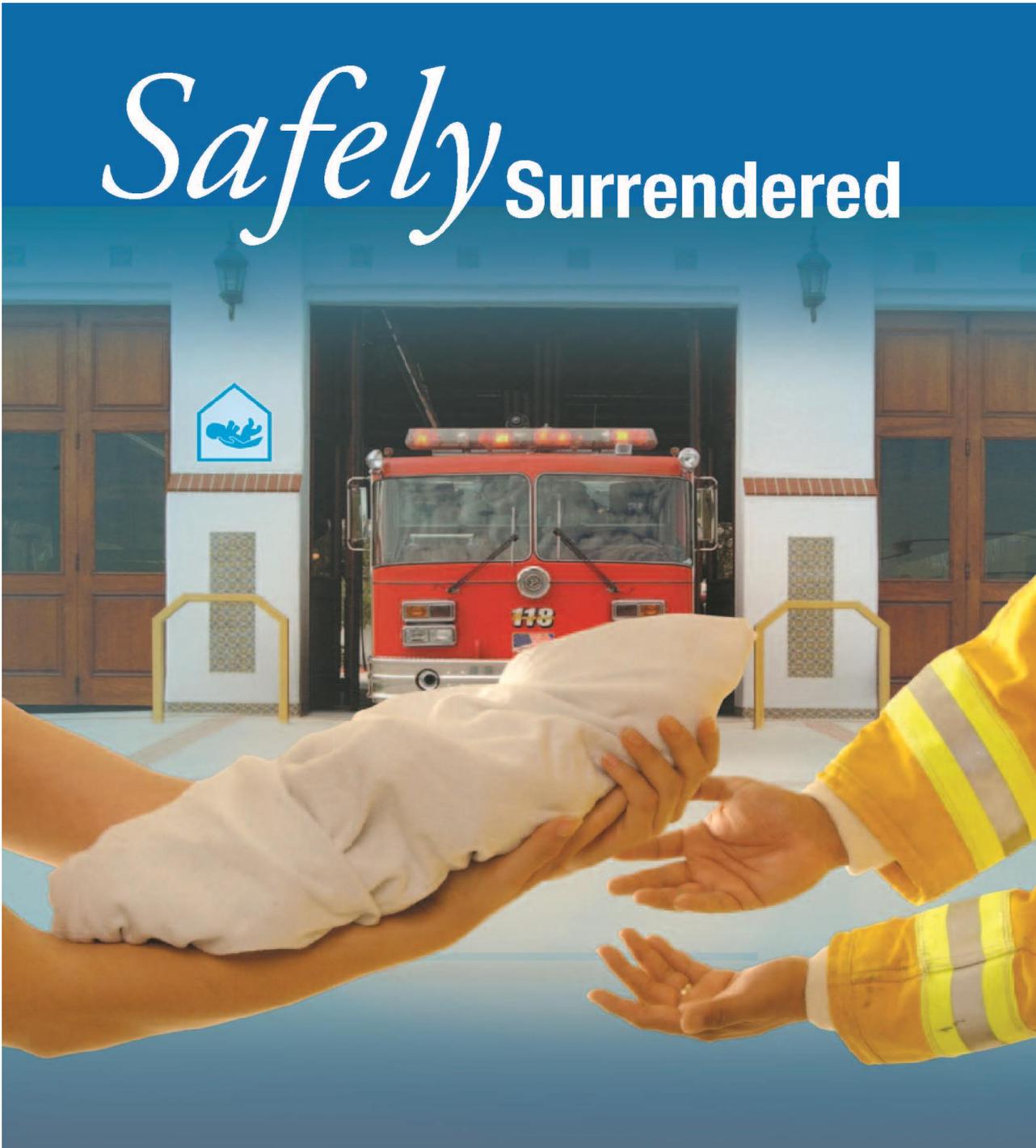
“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.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

**2.203.090. Severability.**

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

SAFELY SURRENDERED BABY L

# *Safely* Surrendered



No shame. No blame. No names.

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

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



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

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

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

*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 stamped return envelope and can be sent in at a later time.

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

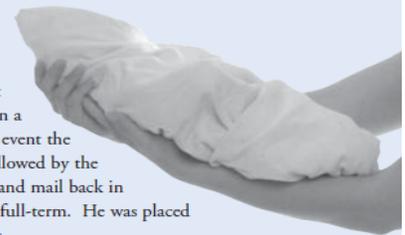
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## A baby's story

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



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



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

Sin pena. Sin culpa. Sin nombres.

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



# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



Cost Breakdown- Real Estate Fraud Notification Services

		Current Contract Cost Ending 10/24/15 (Per Unit)	NEW Contract Cost Effective 10/25/15 Contract #15-005 (Per Unit)	Notes
1	Corelogic- Contract (#15-005) cost for mailing services	\$3.39	\$2.90	As a result of the competitive contract solicitation process, mailing costs have been reduced by \$0.49 per unit from the previous contract.
2	DCBA- actual cost to provide information, counseling and assistance to recipients of the notification	\$2.96	\$3.40	The DCBA will receive an additional \$0.44 cents per unit from the previous contract.
3	RR/CC actual administrative cost	\$0.65	\$0.70	The RR/CC will receive an additional \$0.05 cents per unit from the previous contract.
	Total Cost per Unit for Fraud Notification Services	\$7.00 (State Law and County Code)	\$7.00 (State Law and County Code)	Fee remains unchanged