

AGREEMENT NUMBER C-~~122748~~
BETWEEN
THE CITY OF LOS ANGELES
AND
MATRIX CONSULTING GROUP, LTD.

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AND
MATRIX CONSULTING GROUP, LTD.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), and Matrix Consulting Group, a corporation (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City authorized funding for a management consultant to assist the City in functionally transferring its development services functions into one Department as part of the 2013-14 Adopted Budget; and,

WHEREAS, the City Administrative Officer was authorized by the Mayor and Council to represent the City in engaging a contractor to provide that analysis; and,

WHEREAS, the services to be performed by the Contractor are of a professional, expert and technical nature, and are temporary and occasional in character; and

WHEREAS, the Contractor is a private firm specializing in providing Process Improvement services; and

WHEREAS, the City is relying on the County of Los Angeles' (County) Process Improvement Services Management Consultant Master Agreement for this procurement; and

WHEREAS, the City followed the County's process for utilizing the Process Improvement Services Management Consultant Master Agreement list; and

WHEREAS, the County's Chief Executive Office initially released a Request for Proposals on January 15, 2010, and subsequently obtained approval on June 15, 2010 to seek qualified firms to sign a non-exclusive Master Agreement for Process Improvement Services; and

WHEREAS, the Contractor met the requirements listed in the County's Process Improvement Services Statement of Qualifications, Exhibit G, to be placed on the Process Improvement Services Management Consultant Master Agreement list; and

WHEREAS, the County's Master Agreement with the Contractor, Exhibit H, is authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Contractor was selected by the City to provide such services, following a request-for-proposals process; and,

WHEREAS, the Contractor has reviewed the Statement of Work incorporated in this Agreement, and represents that it has the qualities, expertise, skills, and ability to perform such work; and,

WHEREAS, the Contractor has demonstrated, to the satisfaction of the City, the possession of specialized expertise in the necessary subject areas; and,

WHEREAS, due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified; and

NOW THEREFORE, in consideration of the premises and of the covenants, representations and agreements set forth herein, the parties hereby covenant, represent and agree as follows:

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ARTICLE I INTRODUCTION

101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. Contractor, Matrix Consulting Group, a corporation, having its national headquarters located at 201 San Antonio Circle, Suite 148, Mountain View, CA 94040.

102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representatives of the City shall be, unless otherwise stated in the Agreement:

Miguel A. Santana
Office of the City Administrative Officer
200 N. Main Street, Room 1500
Los Angeles, California 90012
Phone Number: (213) 473-7574

- 2. The Contractor Representatives shall be:

Richard Brady and Gary Goelitz
Matrix Consulting Group, Ltd.
201 San Antonio Circle, Suite 148,
Mountain View, CA 94040
Phone Number: (650) 858-0507

- B. Unless otherwise stated herein, formal notices, demands and communications required hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, or overnight mail, and shall be deemed communicated as of the date of delivery, upon receipt during the receiving party's normal business hours, otherwise on the first business days following receipt.

- C. If the name or address of the persons designated to receive the notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given, in accord with this section, within five (5) working days of said change.

ARTICLE II

TERM, SCHEDULE, AND SERVICES TO BE PROVIDED

201. Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all parties hereto and shall terminate three (3) months thereafter, subject to the termination provisions herein. Performance shall not begin until Contractor has obtained approval of insurance required herein.

202. Schedule of Performance

Contractor will perform the services required and will furnish and deliver the documents and other Deliverables specified in this Agreement in compliance with the Schedule of Performance detailed in Exhibit A, which is attached hereto and made a part hereof. Contractor must notify the City promptly if delays, regardless of cause, begin to put the Schedule of Performance in jeopardy. The parties may, by mutual consent, adjust the Schedule of Performance. Such consent shall be documented in writing and signed by the Representatives of the Parties identified in Section 102, above. The City and the Contractor understand and agree that the Contractor will present the Final Report to all necessary policy committees as identified by the City.

203. Time is of the Essence

The City and the Contractor understand and agree that "Time is of the Essence" in performance of this Agreement, and the Project Schedule, set forth in Exhibit A, Schedule of Performance.

204. Purpose of the Agreement

The purpose of this Agreement is to provide the City with assistance in functionally transferring its development services into a new department, in accordance with the scope of the request for proposals issued by the City on June 28, 2013.

205. Services to be provided by Contractor

- A. During the term of this Agreement, Contractor will provide the services, implement the tasks, and provide the Deliverables identified herein and in the Statement of Work attached hereto as Exhibit B and made a part hereof.

- B. All work, tasks, and Deliverables are subject to City approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such Deliverable pursuant to Article III, Compensation and Method of Payment, of this Agreement. This includes the attendance by the contractor, as necessary, at any meetings with City staff, elected officials and City Council Committees and City Council meetings.
- C. Notwithstanding any other provision of this Agreement, the Contractor will perform such other work and deliver such other items as are necessary to ensure that the Deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits.
- D. In the event that the City requires services in addition to those specified in this Agreement, the Contractor agrees to provide such services in accordance with Article VIII, Changes to the Agreement, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Change Order Notice issued, whichever is appropriate, to include the additional work and payment therefor.
- E. Notwithstanding any other provisions of this Agreement, approval by the City of any Deliverable, or any part thereof, shall not relieve Contractor of the responsibility to meet all of the requirements as set forth in this Agreement. Contractor will have no claim for additional costs due to correction of its errors or omissions in said previously approved Deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits.
- F. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of any City department.

206. City Responsibilities

If the City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder or if the City is unable to approve the Deliverables, or perform its other responsibilities, in accordance with the agreed upon time schedule, the Schedule of Performance, set forth in Exhibit A, may be adjusted in accordance with the provisions of Article VIII, Changes to the Agreement, of this Agreement. Contractor agrees to cooperate with the City to minimize and if possible to eliminate the impact of any delays on completion of the Deliverables. Contractor will promptly notify the City if delays, regardless of the cause, begin to put the schedule in jeopardy.

207. Contractor Personnel

A. Contractor Personnel

1. Key Contractor Personnel to be assigned to this Agreement are identified in the Key Contractor Personnel set forth in Exhibit C, which is attached hereto and made a part hereof. Exhibit C, Key Contractor Personnel will be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.
2. The City considers the services of the Key Contractor Personnel listed in Exhibit C essential to Contractor's performance under this Agreement. Contractor will not reassign any key personnel without the City's prior written consent. The City will have the right to approve or disapprove the reassignment of Key Contractor Personnel listed in Exhibit C for any reason at its sole discretion.
3. In the event individual Key Contractor Personnel listed in Exhibit C are terminated either by Contractor or the individual, with or without cause, or if individual Key Contractor Personnel are otherwise unavailable to perform services for Contractor, Contractor will provide to the City written notification detailing the circumstances of the unavailability of the individual Key Contractor Personnel and designating replacement personnel prior to the effective date of individual Key Contractor Personnel termination or unavailability date, to the maximum extent feasible, but no later than three (3) business days after the effective date of the individual Key Contractor Personnel termination or unavailability.

The City has the right to review and approve or disapprove any personnel who are designated as Key Contractor Personnel. The City will act reasonably in exercising its discretion to approve or disapprove any Key Contractor Personnel.

4. Contractor agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the City.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

301. Compensation

- A. The total compensation that may be paid to Contractor by the City for complete and satisfactory performance of services under this Agreement will not exceed three hundred thousand dollars (\$300,000). Of this amount, fifty one thousand dollars (\$51,000) are designated as contingency monies to be dispersed at the sole discretion of the City pursuant to Section 301(C) below.

- B. Of the total amount of compensation included in Section 301(A) above, the City will pay Contractor for services to be performed, tasks to be implemented, and Deliverables to be provided as specified in this Agreement and in Exhibit B, Statement of Work, and satisfactorily performed in accordance with the terms of this Agreement, an amount not to exceed two hundred forty nine thousand dollars (\$249,000), inclusive of expenses. The foregoing represents the total compensation to be paid to Contractor for services to be performed, tasks to be implemented, and Deliverables to be provided as specified in this Agreement.
- C. The difference, if any, between the amounts specified in Sections 301(A) and 301(B) above is designated as contingency monies, to be dispersed at the sole discretion of the City in accordance with Article VIII, Changes to the Agreement, of this Agreement. The City will not be liable for payment of contingency monies unless there is a written Change Order Notice issued by the City.
- D. Contractor's services are being performed as an independent contractor and not as an agent or employee of the City. Therefore, Contractor will not be entitled to any City benefits, including but not limited to vacation, sick leave, worker's compensation, or pension.

302. Method of Payment

- A. Payment will be made in accordance with the Payment Schedule, which is attached hereto as Exhibit D of this Agreement, and made a part hereof. Payment will be made within thirty (30) calendar days of receipt and approval of the Contractor's invoice. Contractor may only invoice the City for an approved Deliverable. In the event that any Deliverable is not approved, the City will provide Contractor with detailed comments addressing the shortfalls of the Deliverable and will meet with Contractor to discuss the Deliverable.

Any disputes between the City and Contractor regarding approval of the Deliverables will be resolved in accordance with Article IX, Disputes, of this Agreement.

- B. Contractor will submit invoices to the City in accordance with Exhibit D, Payment Schedule, of this Agreement. Each invoice must be accompanied by a statement detailing the services performed, tasks completed and the Deliverables provided for which payment is requested. The first invoice submitted must be accompanied by a completed W-9 form.

- C. The following information must be included in each invoice submitted by Contractor to the City:

- 1 Date of invoice
- 2 Invoice number
- 3 Contract number
- 4 Description of Services and Deliverables
- 5 Amount of invoice in bold
- 6 Net amount payable
- 7 Certification Statement signed by Contractor
- 8 The approval signature blocks for Jason Killeen and Tyler Munhall / Office of the City Administrative Officer.

Invoices must be submitted to:

Office of the City Administrative Officer
Attn: Jason Killeen and Tyler Munhall
200 N. Main Street, Room 1500
Los Angeles, CA 90012

- D. All costs contained herein are inclusive of any applicable State of California Sales Tax, California Use Taxes or Federal Excise Tax. Such taxes are the only taxes for which the City will be liable for payment and any such taxes must be separately identified on the Contractor's invoices. Contractor agrees to abide by the Board of Equalization's determination for all Sales or Use Taxes and payment thereof, and will adjust for any overpayment or underpayment of such taxes to date on the next regularly scheduled invoice following receipt of the determination. Contractor agrees to assist the City in preparing and filing any application for a refund of any overpayment of such taxes.
- E. Notwithstanding any other provision of this Agreement, any changes or additions hereto that will increase the City's total obligation above the maximum authorized amount set forth in Section 301(A) of this Agreement shall be subject to prior approval by the City Administrative Officer, with approval as to form by the City Attorney. The City will not be obligated to pay for work performed by Contractor for any such changes made in violation of this Agreement.

ARTICLE IV
PROJECT ACCEPTANCE AND APPROVAL

401. Project Acceptance and Approval

- A. Upon satisfactory completion by Contractor of all of the tasks, services, and Deliverables set forth in this Agreement and Exhibit B, Statement of Work, any amounts withheld will be paid to the Contractor within forty-five (45) calendar days after the City's issuance of a written Notice of Final Project Acceptance or receipt of Contractor's invoice, whichever is later. The Notice of Final Project Acceptance will be issued by the City in accordance with this Article IV and after Contractor has met the requirements for Project completion established in Section 401(C) below. The City's review of the Project's acceptability will include, but is not limited to, reviewing the Deliverables for completeness and comprehensiveness and assuring that the Deliverables adequately meet the City's needs and the requirements as specified in Exhibit B, Statement of Work, of this Agreement.
- B. Upon completion of the Project, Contractor must provide the City with a Notice of Project Completion, certifying that:
 - 1. Contractor has completed all work as set forth in this Agreement, including all Exhibits, related to the completed Project;
 - 2. Contractor has provided Deliverables to the City that meet the requirements set forth in this Agreement and Exhibit B, Statement of Work; and
 - 3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed Project.
- C. The City will issue either a Notice of Final Project Acceptance or a Notice of Project Rejection within fifteen (15) business days after receipt of the Contractor's Notice of Project Completion. If the City has issued a Notice of Final Project Acceptance to Contractor, it shall constitute formal acceptance of all Contractor's tasks, services, and Deliverables related to the completed Project for which the Final Project Acceptance was provided. If the City rejects Contractor's Notice of Project Completion, the City will issue within the same fifteen (15) day period, a Notice of Project Rejection specifying the reasons for such rejection. The City and Contractor will meet immediately, but in no event later than ten (10) business days after receipt by Contractor of the Notice of Project Rejection, to discuss said Notice. Contractor will develop, and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issues identified in the Notice of Project Rejection.

If the City and Contractor cannot agree on the resolution of issues necessary for issuance of the Notice of Final Project Acceptance, such differences shall be resolved in accordance with Section IX, Disputes, of this Agreement.

402. City Use of Deliverables

Even if the City determines that a Deliverable, or any part thereof, requires correction prior to Final Project Acceptance, the City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency.

ARTICLE V OWNERSHIP

501. Ownership Rights

- A. Pursuant to PSC-23 of Exhibit E, Standard Provisions for City Contracts (Rev 3/09), it is understood and agreed that the Deliverables are being developed by Contractor are for the sole and exclusive use of the City, and that the City will be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and other intellectual property rights relating thereto, regardless of the state of completion of said Deliverables.
- B. The City has the right to use or not use the Deliverables and to use, reproduce, re-use, alter, modify, edit, or change the Deliverables as it sees fit and for any purpose.
- C. Pursuant to PSC-23 of Exhibit E, Standard Provisions for City Contracts (Rev 3/09), Contractor will execute and provide any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights under this Agreement at no charge to the City.
- D. As part of Contractor's provision of the services hereunder, Contractor may utilize pre-existing proprietary works of authorship that have not been created specifically for the City, including without limitation methodologies, templates, and research, as well as, ideas, concepts, know-how, analytical approaches, and analytical processes which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor that have not been created specifically for the City (all of the foregoing, collectively, "Contractor's Information"). For the purposes of this Agreement, Contractor's Information will remain the sole and exclusive property of Contractor.

Pursuant to PSC-23 of Exhibit E, Standard Provisions for City Contracts (Rev 3/09), Contractor hereby grants the City a non-exclusive perpetual license to use Contractor's Information for any City purposes. Contractor and the City, including City consultants, shall have the right to use for themselves and other clients the ideas, concepts, and know-how developed during the performance of work and tasks under this Agreement and retained in the unaided memory, provided they do not infringe upon the City's intellectual property rights as set forth in this Agreement. The City acknowledges that Contractor provides consulting and services to other clients, and agrees that nothing hereunder shall be deemed to prevent Contractor from carrying on such business.

- E. Contractor warrants that the performance of the services by Contractor or its subcontractors of any tier, pursuant to this Agreement, will not in any manner constitute an infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

502. Contractor's Work Papers

The City shall have the right to examine Contractor's work papers and require said work papers to be retained and provided upon request for a period of five (5) years after the final report is accepted by the City.

503. Survival of Provisions

The provisions of this Article V shall survive termination of this Agreement.

ARTICLE VI CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND REFERENCE CHECKS

601. Confidentiality

- A. All documents, records and information provided by the City to Contractor, or accessed or reviewed by Contractor, during performance of this Agreement will remain the property of the City and are confidential. Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. Contractor agrees that all documents, records or other information used or reviewed in connection with Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents, records and information in its possession.

- B. Contractor will use only the minimum confidential information necessary in performing services under this Agreement. Contractor will confer with the City with respect to identification of the minimum necessary information required.
- C. Contractor will make the confidential information provided by the City to Contractor, or accessed or reviewed by Contractor during performance of this Agreement, available to its employees and/or agents only on a need-to-know basis. Further, Contractor will provide written instructions to all of its employees and agents with access to the confidential information about the penalties for its unauthorized use or disclosure.
- D. Contractor will store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or other means.
- E. Contractor will not remove documents, records, or information used or reviewed in connection with Contractor's work for the City from City facilities without prior approval from the City. Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of confidential information, documents or records provided by the City that are reviewed during work on this Agreement.
- F. Contractor will not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records or other information. With prior written approval from the City, Contractor may make copies of such documents, written materials, notes, documents, confidential information or other information, as necessary to perform its duties under this Agreement.

Contractor will, at the conclusion of this Agreement or at the request of the City, promptly return any and all written materials, notes, documents, records, confidential information or other information obtained by Contractor during the course of work under this Agreement to the City, and all paper and electronic copies thereof.

- G. Any reports, findings, Deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency or organization except as provided for in this Agreement or as required by law.
- H. Contractor will document and immediately report to the City any unauthorized use or disclosure of confidential information of which Contractor becomes aware.

- I. Contractor will require that all its employees, agents and subcontractors who will, or may, review, be provided, or have access to City data, information, personnel files, confidential information, documents or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section 601, prior to working under this Agreement.

602. Survival of Provisions

The provisions of this Article VI shall survive termination of this Agreement.

ARTICLE VII TERMINATION

701. Termination for Convenience

- A. The City may terminate this Agreement, or any part hereof, for its convenience upon giving at least ten (10) calendar days written notice to Contractor prior to the effective date of such termination, which date shall be specified in such notice.
- B. After receipt of a notice of termination and except as otherwise directed by the City, Contractor will:
 1. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
 2. Deliver to the City, within ten (10) calendar days after termination, any and all data, reports, other documents, and Deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
 3. Transfer title to the City (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by the City, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- C. The amount due Contractor by reason of termination for the City's convenience will be determined as follows:
 1. Contractor will be paid on the basis of work completed as set forth in Exhibit D, Payment Schedule, of this Agreement after City review and approval of the work, including amounts previously withheld pursuant to Section 302(B) of this Agreement.

2. Contractor will also be compensated by the City on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with Exhibit D, Payment Schedule, after City review and approval of the work.

702. Termination for Cause

- A. The City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor will have five (5) calendar days from the date of the City's notice of breach to cure, or diligently commence to cure such breach. The City's notice of breach must include a time and location for the individuals identified in Section 102(A) of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within five (5) calendar days of the date of the notice of breach. If Contractor is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the five (5) day timeframe, the City may terminate this Agreement on two (2) calendar days' notice.
- B. If this Agreement is terminated for cause, Contractor will comply with Section 701 (B), above. The City will pay for the City accepted Deliverables, including amounts previously withheld pursuant to Section 302(B) of this Agreement, less the amount of any damages incurred as a result of Contractor's failure to perform its responsibilities under this Agreement.

703. Notices of Suspension or Termination

- A. Suspension
 1. City's Right to Suspend – The performance of work under this Contract may be suspended by the City, in whole or in part, for convenience, or for material failure of Contractor to comply with the terms and conditions of this Contract.
 2. Notification of Suspension – Any such suspension will be affected by delivery to Contractor of a written Notice of Suspension. The Notice shall set forth the specific conditions of noncompliance and a reasonable period provided for corrective action, if applicable.
 3. Effect of Suspension – Within five (5) working days of Contractor's receipt of a written Notice of Suspension, Contractor shall reply in writing setting forth the corrective action that will be undertaken, if applicable, subject to approval by the City in writing.
- B. Termination – In the event that this Agreement is terminated, Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted to perform work on this Project under the terms and conditions of this Agreement.

ARTICLE VIII CHANGES TO THE AGREEMENT

801. Change Requests

- A. City Change Requests – During the term of this Agreement, the City will have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Exhibit B, Statement of Work. A "change," as that term is used in this Article VIII means adjustments made within the scope of the Statement of Work, and consistent with Exhibit B, Statement of Work, including adjustments to Exhibit A, Schedule of Performance, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 301(A) of this Agreement. The City will make a formal written request with respect to each change it desires to make. Such Change Request must specify the following:
1. Nature of the modification requested, including a brief description of any new, altered or deleted requirements, a description of the requested work to be performed, and, to the extent possible, reference to the portions of this Agreement, including Exhibits, and other documents that will be affected.
 2. Proposed change to the Schedule of Performance, Exhibit A of this Agreement, if any.
 3. Whether or not the City is willing to alter any other provisions of the Statement of Work to accommodate the change.
- B. Change Proposal – Within five (5) calendar days following Contractor's receipt of the City's written Change Request, Contractor will prepare and deliver to the City a written statement that includes the following:
1. Impact that the change would have on existing Project requirements and characteristics;
 2. Total cost of the change;
 3. Schedule impact of the change for current and subsequent Deliverables;
 4. Impact of the change on suppliers, vendors and subcontractors;
 5. Impact of the change on the Deliverables;
 6. Impact of the change on any other part of this Agreement;
 7. The period of time for which such statement is valid, but not less than thirty (30) days; and
 8. City contract number and date of contract.

- C. Method of Agreement to Changes – Upon approval of Contractor's written request for a proposed change the City will deliver to Contractor a Change Order Notice specifying the approved change shall be modified accordingly. Failure to agree on the price of such changes will be treated as a dispute and subject to the provisions of Article IX, Disputes, of this Agreement.
- D. Contractor Change Suggestions – Contractor may suggest to the City that changes be made to the work within the general scope of the work contemplated in this Agreement. All such suggested changes must be made in accordance with the provisions of this Article VIII.

ARTICLE IX DISPUTES

901. Disputes

- A. Both parties will undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, the City and Contractor will meet in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.
- B. Contractor and the City will continue to perform work under the Agreement during any Dispute.

ARTICLE X SUCCESSORS AND ASSIGNS

1001. Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement will be assumed by and binding upon the Contractor's successors and assigns.

1002. Survival of Provisions

The provisions of this Article X shall survive termination of this Agreement.

**ARTICLE XI
STANDARD PROVISIONS**

1101. Standard Provisions for City Contracts

With the exception of PSC 10, the Contractor will comply with the *Standard Provisions for City Contracts (Rev. 3/09)*, which are attached hereto as Exhibit E, and made a part hereof. In the event of a discrepancy between the provisions of this Agreement and Exhibit E, *Standard Provisions for City Contracts (Rev. 3/09)*, the provisions of this Agreement shall control.

**ARTICLE XII
RATIFICATION CLAUSE**

1201. Ratification Clause

Due to the need for Contractor's services to be provided as expeditiously as possible, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

**ARTICLE XIII
ENTIRE AGREEMENT**

1301. Number of Pages and Attachments

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes a total of twenty-two (22) pages with the signature page and eight (8) Exhibits which constitute the complete understanding among the parties.

[Signatures follow]

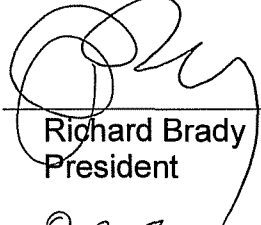
IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

For: CITY OF LOS ANGELES

By: 
Miguel A. Santana
City Administrative Officer

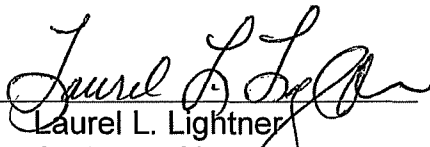
Date: 8/9/13

For: MATRIX CONSULTING GROUP, LTD.

By: 
Richard Brady
President

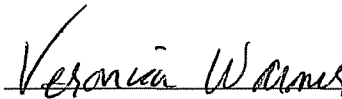
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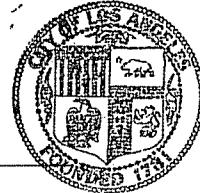
APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

By: 
Laurel L. Lightner
Assistant City Attorney

Date: 8-9-2013

ATTESTED:
June Lagmay, City Clerk

By: 



Date: 8/9/13

City Business License Number:

0002050531-0001-6

Internal Revenue Service ID Number:

05-0545979

Said Agreement is Number:

C-122748

EXHIBIT A
SCHEDULE OF PERFORMANCE
AGREEMENT NUMBER C- 122748

EXHIBIT A

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SCHEDULE OF PERFORMANCE
AGREEMENT NUMBER C- 122748

Factor	Deliverable/Task Description	No Later Than
--	Detailed week-by-week schedule developed	8/9/13
3	Interviews conducted of key managers and supervisors in the functions to be included in the new department in the weeks of August 12 and August 19	8/12/13
3	Interviews conducted of internal stakeholders during the weeks of August 12 and August 19	8/12/13
3	Interviews conducted of external stakeholders during the weeks of August 19 and August 26	8/19/13
4	Peer cities survey conducted during the weeks of August 19 and August 26	8/19/13
1	Profile of organizational units included in the new department completed and delivered to City	8/23/13
FR	Status report No. 1 delivered to the City	8/23/13
7	Recommendations regarding the reworking or amendment of the Development Reform Strategic Plan, the BuildLA Request for Proposals completed and delivered to the City	8/23/13
4	Peer city survey completed and delivered to City	8/30/13
3	Written summary of internal and external stakeholders interviews completed and delivered to City	9/6/13
2	Analysis of related and overlapping functions and processes completed and delivered to the City	9/13/13
FR	Status Report #2 delivered to the City	9/13/13
5/6	Proposed plan of organization and new or consolidated job classifications and mission for the new department, and the one-time and ongoing costs of consolidation completed and delivered to the City	9/13/13
FR	Draft report completed and delivered to the City	9/20/13
FR	Final report completed / delivered to the City	10/4/13
FR	Present Final Report to the Mayor and Council through the formal reporting process	Dates to be Determined

The Deliverables from Primary Factors One through Six (Factors One to Six) and Secondary Factor One (Factor Seven) will be incorporated into the Consultant's Final Report (FR).

EXHIBIT B
STATEMENT OF WORK
AGREEMENT NUMBER C- 122748

EXHIBIT B

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STATEMENT OF WORK
AGREEMENT NUMBER C- 122748

The Primary Project Factors below shall be undertaken first and will provide a foundation for the subsequent, Secondary Project Factor. The Primary and Secondary Project Factors will be presented to the City in a final report due by Friday, October 4, 2013. Please note that a draft report will be due on Friday, September 20, 2013. Both reports will include analysis and recommendations including, but not limited to, the following:

Primary Factors

1. The Consultant will work with stakeholders, including but not limited to management and staff of the new Department, policy makers, and the public to establish the goals, objectives, metrics, and mission of the new Department. The Consultant will also work with these stakeholders to establish the desired outcomes of the consolidation itself so that the City may measure the improvements to its development services system from consolidation, identify what improvements remain to be implemented after January 1, 2014, and establish longer-term milestones to fully leverage the benefits of consolidation.
2. The City will provide the Consultant documentation on the departments/functions to be consolidated, workloads, and metrics for existing development services (i.e. planning, plan check, permitting, inspection, etc.) programs and processes.

The Consultant, with the assistance of City staff, will analyze the common functions and processes that require inter-departmental cooperation and coordination while paying particular attention to the management and organization of the work. The Consultant shall graphically depict post-consolidation recommendations that modify functions and processes through flow charts. The Consultant will identify processes where the use of memorandums of agreement between departments will be necessary to effectuate the consolidation. The Consultant will determine how the existing management and organization of these functions and processes either support or detract from the goals, objectives, and mission of the consolidated department.

Priority shall be given to related and overlapping functions, including but not limited to the following:

- Building & Safety: Clearances, Public Counter Services, Condition Compliance, Development Services Case Management, Plan Check, Code Enforcement, Inspection, Administration, and Technology.
- City Planning: Clearances, Public Counter Services, Condition Compliance, Entitlements and Subdivisions, Administration, Technology, and Case Management.

EXHIBIT B STATEMENT OF WORK

- Public Works, Bureau of Engineering: Land Development Group and Case Management.
 - Fire: Plan Check and Case Management.
 - Transportation: Development Services Division and Case Management.
3. The City will select internal and external stakeholder interviewees, including but not limited to members of City Management, City staff, the development industry and business community, Neighborhood Councils, homeowners, and other stakeholder groups. The Consultant will conduct half-day workshops, one-hour face-to-face interviews, thirty-minute telephone interviews, and online surveys of various stakeholders, as directed by the City. The Consultant will summarize stakeholder feedback, concerns, and recommendations for improving service delivery through the consolidation and provide its interpretation of key issues raised by the stakeholders. To ensure that feedback is candid, City staff will not directly participate in the stakeholder interviews and interview participants will have the option to remain anonymous. The City will prepare, with the assistance of the Consultant, questions to be asked of stakeholders in all feedback formats (interviews, workshops, and the online survey).

Relative to City staff stakeholders, the City will establish working groups of inter-departmental staff to participate in workshops that will focus on:

- Consolidating and blending common development services and related functions and processes;
 - Consolidating and blending common administrative, financial, personnel, information technology and related functions and processes;
 - Improving customer service and creating a more business-friendly Los Angeles;
 - Developing a common work culture; and,
 - Identifying and resolving personnel issues related to the consolidation.
4. The Consultant will review and assess practices from five to ten other cities, as determined by the City, that have blended planning, development services, and permitting functions. The Consultant will also identify whether and how the other cities addressed the types of strategic changes proposed in the May 29, 2013 joint report on consolidation; this analysis shall include as necessary any recommended changes to the City's plan for consolidation based on the experience and best practices of the other cities.

EXHIBIT B
STATEMENT OF WORK

5. The Consultant will propose an organizational chart for the consolidated Department, as well as, document and analyze existing staffing patterns and resource allocations, including job classifications, management structures, executive teams, and spans of control against those utilized by other cities. The Consultant will determine how these existing patterns and resource allocations either support or detract from the goals, objectives and mission of the new consolidated department. The Consultant will provide recommendations as appropriate for the creation of new classifications and consolidations of existing City classifications. Such recommendations shall include descriptions of duties to be performed and required experience, education, licenses, and/or certifications.
6. The Consultant will recommend a name and a mission that best captures the intent, focus and statutory work program of the new consolidated department, including but not limited to the critical roles Building and Safety programs play in ensuring the public's safety in concert with stakeholder feedback and the names and missions utilized by other cities.

Secondary Factor

The Mayor's Development Reform Strategic Plan dated July 20, 2011 and the BuildLA Request for Proposals did not contemplate that the City would blend its planning, development services and permitting functions into a single department. In light of the legislative mandate approved by the Council to consolidate development services (C.F. 13-0046), the Consultant will assess whether any action plans or other provisions need to be reworked or amended in light of this major organizational change.

EXHIBIT B STATEMENT OF WORK

Final Report

Factors to be incorporated into the Consultant's final report shall include, but not be limited to:

1. An executive summary of the project, findings, and recommendations in the report;
2. A written summary of the goals, objectives and missions of the consolidation and the consolidated department. The summary shall include: the critical factors which will influence the consolidated department, a set of metrics and measurements identified by stakeholders to assess the outcomes of the consolidated department, the tools the City will utilize to measure the success of improvements to its development services system from consolidation, the improvements to be implemented after January 1, 2014, and the longer-term milestones to fully leverage the benefits of consolidation;
3. Recommended changes, deletions, and/or additions to the management and organization of existing development services (i.e. planning, plan check, permitting, inspection, etc.) functions to best carry out the goals, objectives and mission of the new consolidated department, including recommendations already included in the Joint Report, alternative recommendations to those in the Joint Report, and any new or additional recommendations. Each recommendation shall also include an explanation of the performance improvements that can be expected from making each change, metrics to measure the change in performance, recommended timelines for implementation of the changes, and significant challenges to implementing the change. The recommended changes must ensure minimal or no disruption to delivery of existing services during the transition and one year after the consolidated department becomes operational;
4. Flow charts and other graphical illustrations documenting the recommended changes to existing functions and processes;
5. A written summary and analysis of the recommended changes to existing staffing patterns and resource allocations to best carry out the goals, objectives and mission of the consolidated department. Additionally, a detailed organizational chart and staffing plan shall be provided for the new department, reflecting any recommended changes to staffing;
6. A written summary and analysis of the recommendations, as appropriate, for creation of new classifications and consolidations of existing City classifications. Such recommendations shall include descriptions of duties to be performed and required experience, education, licenses, and/or certifications;

EXHIBIT B
STATEMENT OF WORK

7. A written summary and analysis of the recommendations for addressing staffing and resource needs related to economic upticks and downturns in the local real estate and development industry;
8. A written summary and analysis of the mission and name for the new consolidated department;
9. A written summary and analysis identifying the best practices from other cities in addressing the types of strategic changes proposed in the May 29, 2013 joint report on consolidation that can be adapted to the City Los Angeles and other related information--such as how those best practices are integrated into the final recommendations for the consolidation or how the approach followed by other cities does not apply to Los Angeles;
10. A written summary and analysis of the recommended amendments to the Mayor's Development Reform Strategic Plan and the BuildLA technology platform in light of the consolidation of development services departments and functions that were not contemplated in the Strategic Plan or BuildLA platform;
11. A written summary and analysis of the tasks, sub-tasks and timelines necessary to implement the new consolidated department by January 1, 2014; and,
12. A fiscal impact analysis, including one-time and ongoing costs for the consolidation.

EXHIBIT C
KEY CONTRACTOR PERSONNEL
AGREEMENT NUMBER C- 122748

EXHIBIT C

EXHIBIT C
KEY CONTRACTOR PERSONNEL
AGREEMENT NUMBER C- 122748

Matrix Consulting Group, Inc. will dedicate experts to this project who have accumulated detailed insight into public sector building, planning, and development service operations over the last several decades. The following is a brief synopsis of Key Contract Personnel who will be dedicated to this project:

1. Richard Brady, President
2. Gary Goelitz, Vice President (Project Manager)
3. Alan Pennington, Vice President
4. Robert Paternoster, Senior Manager
5. Mark Olson, Senior Manager
6. Michael Edmonds, Manager
7. Jocelyn Mathiasen, Manager

EXHIBIT D
PAYMENT SCHEDULE
AGREEMENT NUMBER C- 122748

EXHIBIT D

EXHIBIT D
PAYMENT SCHEDULE
AGREEMENT NUMBER C- 122748

The total compensation will not exceed \$300,000 which includes \$249,000 in proposed services and, up to, \$51,000 in contingency monies. Payments will be tied to specific deliverables and due when delivered and accepted. The deadlines and fees are broken down as follows:

Factor	Deliverable	Deadline	Fees
Primary – One	Establish the goals, objectives, metrics, and mission of the new Department and for the consolidation itself. – Deliverable: The deliverable for this task is a detailed profile describing the overall operations and organizations that will comprise the new department.	8/23/13	\$21,248
Primary – Two	Analyze functions and processes; graphically depict recommendations; identify processes where Memorandum of Agreements will be necessary; determine how the existing management and organization of functions support or detract from consolidated department. – Deliverable: The deliverable for this task is an analysis of related and overlapping functions and processes and modifications that should be made as a result of the consolidation, and the memorandums of agreement that should be developed between departments necessary to implement the consolidation.	9/13/13	\$59,760
Primary – Three	Interview/survey stakeholders; summarize feedback – Deliverable: The deliverable for this task is a written summary of the results of the meetings and discussions with internal and external stakeholders, including their recommendations regarding goals, objectives, metrics, and a mission for the new department, and the desired outcomes of the consolidation. The City will identify \$31,872 worth of stakeholder outreach based on the below fee schedule. The City may also use contingency monies for stakeholder outreach that exceeds \$31,872 based on the below fee schedule. Each half-day workshop – \$800/workshop Each one-hour face-to-face interview – \$225/interview Each 30-minute telephone interview – \$112/interview	9/6/13	\$31,872
Primary – Four	Review and assess ten other cities – Deliverable: The deliverable for this task would be a detailed description of the results of the peer city survey, and the "lessons learned" that should be utilized by Los Angeles to enhance the likelihood of a successful consolidation.	8/30/13	\$24,900
Primary – Five	Propose organizational chart; document and analyze staffing patterns; determine how existing allocations support/detract from consolidated department; provide recommendations for new classifications. – Deliverable: The deliverable for this task would be a proposed plan of organization, new or consolidated job classifications as appropriate, a mission for the new department, and the one-time and on-going costs of consolidation.	9/13/13	\$43,575
Primary – Six	Recommend name/mission – Deliverable: The deliverable for this task would be a written summary of the name and mission for the new department.	9/13/13	\$14,525
Secondary – One	Assess whether action plans or other provisions need to be reworked/amended in Development Reform Strategic Plan – Deliverable: The deliverable for this task would be the development of recommendations regarding reworking / amendment of the Development Reform Strategic Plan, the BuildLA Request for Proposals, etc. based upon consolidation of planning, development services, and permitting functions in a new department.	8/23/13	\$11,620
Final Report	Development of the draft and final report – The deliverable for this task would be a draft report, final report and an implementation plan.	9/20/13 & 10/4/13	\$26,975
Presentation of the Final Report	Presentation of the final report and findings to the Mayor, the Council, and/or other City representatives, and/or other stakeholders – The deliverable for this task would be to present the final report and implementation plan through the entire City approval process.	Various	\$14,525

The City will review deliverables for acceptance before payments are issued in accordance with Section 302 of the contract.

EXHIBIT E
STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)
AGREEMENT NUMBER C- 122748

EXHIBIT E

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC-17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry, and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.

P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER
RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC-32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

PSC-36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: 06/27/2013Agreement/Reference: Request for Proposals Relative to Consolidation of Development Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

 WC Statutory
 EL \$1,000,000
☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability**
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____

 _____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

 _____ **Professional Liability** (Errors and Omissions)

Discovery Period _____

 _____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

 _____ **Pollution Liability**

☐ _____

 _____ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

 _____ **Crime Insurance**

Other: 1) In absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of State of California.
2) If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

EXHIBIT F
CITY CERTIFICATIONS
AGREEMENT NUMBER C-122748

EXHIBIT F

CITY OF LOS ANGELES - SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit and any attachments on LABAVN (www.labavn.org) before a Contract or Contract Amendment can be executed. The Affidavit must only be submitted once on LABAVN, but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding the Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

1. I, Richard Brady, am authorized to bind contractually the Company identified below.
2. Information about the Company entering into a Contract with the City is as follows:

Matrix Consulting Group	650-858-0507	05-0545979	5834
Company Name	Phone	Federal ID #	BAVN Company ID #
201 San Antonio Circle, Suite 148	Mountain View	CA	94040
Street Address	City	State	Zip
3. The Company came into existence in 2002 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from, Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that (mark only the option(s) that apply):
 - ☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - ☐ The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. The nature of that Participation, Investment, or Profit is described on the attachment to this Affidavit and incorporated herein.
 - ☐ The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. The names of any Enslaved Persons or Slaveholders under the Policies are listed on the attachment to this Affidavit and incorporated herein.
6. I declare under penalty of perjury under the laws of the State of California that the representations made herein are true and correct to the best of my knowledge.

Executed on January 3, 2013 at Mountain View, CA
(Date) (City) (State)

Signature: [Signature] Title: President

DEFINITIONS

Affidavit means the form developed by the BAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons; merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

FSHO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below.

During the term of the contract, the contractor and their subcontractors shall:

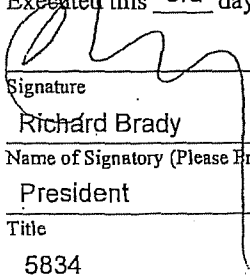
1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

Matrix Consulting Group will fully comply with the First Source Hiring Ordinance requirements.
Company Name

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this <u>3rd</u> day of <u>January</u> , in the year 20 <u>13</u> , at <u>Mountain View</u> , <u>CA</u> .	
	(City) (State)
	<u>201 San Antonio Circle, Suite 148</u>
Signature	Mailing Address
<u>Richard Brady</u>	<u>Mountain View, CA 94040</u>
Name of Signatory (Please Print)	City, State, Zip Code
<u>President</u>	<u>05-0545979</u>
Title	EIN/TIN
<u>5834</u>	<u>rbrady@matrixcg.net</u>
BAVN ID No.	E-Mail

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

AFFIRMATIVE ACTION PLAN

The following contracts are subject to the City of Los Angeles Affirmative Action Program as required by the Los Angeles Administrative Code (LAAC) Section 10.8.4 et seq.:

- Every non-construction contract of \$100,000 or more;
- Every construction contract of \$5,000 or more.

Purpose - An affirmative action program is a management tool designed to ensure equal employment opportunity. A central premise underlying affirmative action is that, absent discrimination, over time a contractor's workforce, generally, will reflect the gender, racial and ethnic profile of the available labor pools. Therefore, as part of its affirmative action program, a contractor monitors and examines its employment decisions and compensation systems to ensure equal employment practices, and takes steps to correct underutilization of women and minorities.

Contractors are subject to all provisions contained in LAAC Section 10.8.4 et seq. which can be found at <http://bca.lacity.org>. The excerpts below are provided to serve as a starting point for satisfying these requirements:

LAAC Section 10.8.4 (B) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

LAAC Section 10.8.4(K) The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract.

LAAC Section 10.8.4(M) The Affirmative Action Plan required to be submitted shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of contractors, subcontractors, and suppliers of all racial and ethnic groups, provided, however that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

LAAC Section 10.8.4(Q) All contractors subject to the provisions of the section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor.

CONTRACTOR DECLARATION

In pursuit of accomplishing the intent of the City's Affirmative Action Program, the contractor certifies and agrees to immediately implement good faith efforts, measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

- (a) Recruit and make efforts to obtain such employees.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a nondiscriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.
- (d) Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- (e) Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts.

Requirements For Construction Contractors ONLY

Construction contractors are additionally subject to all provisions contained in LAAC Section 10.13 et. seq. which can be found at <http://bca.lacity.org>. As part of these provisions, construction contractors are required to:

1. Submit an Anticipated Employment Utilization Report (AEUR) with each new bid for purposes of effectuating this Affirmative Action Plan for the specific project. The AEUR can be found in the bid documents or at <http://bca.lacity.org>.
2. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity (EEO) Officer. Such individual must have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

Richard Brady

NAME OF EEO OFFICER

rbrady@matrixcg.net

E-MAIL

President

TITLE

650-858-0507

PHONE NUMBER

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan. I certify under penalty of perjury under the laws of the State of California that I have read and understood the foregoing requirements of LAAC Section 10.8 et seq. and agree to comply with them while under contract as set forth therein.

Executed this 3rd day of January, in the year 20 13, at Mountain View, CA
(CITY) (STATE)

Matrix Consulting Group

COMPANY NAME

AUTHORIZED SIGNATURE

Richard Brady, President

NAME AND TITLE (TYPE OR PRINT)

650-858-0507 / rbrady@matrixcg.net

TELEPHONE/E-MAIL

201 San Antonio Circle, Suite 148

ADDRESS

Mountain View, CA 94040

CITY, COUNTY, STATE, ZIP

EBO COMPLIANCE

City of Los Angeles
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

Company Name: Matrix Consulting Group BAVN Company ID # 5834

Company Address: 201 San Antonio Circle, Suite 148

City: Mountain View State: CA Zip: 94040

Contact Person: Richard Brady Phone: 650-858-0507 E-mail: rbrady@matrixcg.net

Approximate Number of Employees in the United States: 13 full-time, 5 part-time

Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

EBO COMPLIANCE

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ☐..... I have no employees.
- ☐..... I provide no benefits.
- ☐..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ☒..... I provide equal benefits as required by the City of Los Angeles EBO.
- ☐..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ☐..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ☐..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) _____.
- ☐..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

SECTION 4. DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

Matrix Consulting Group will comply with the Equal Benefits Ordinance requirements
Company Name
as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 3rd day of January, in the year 20 13, at Mountain View, CA
(City) (State)
201 San Antonio Circle, Suite 148
Mailing Address
Mountain View, CA 94040
City, State, Zip Code
05-0545979
EIN/TIN

Richard Brady
Signature
Name of Signatory (please print)
President
Title

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Matrix Consulting Group

COMPANY NAME

201 San Antonio Circle, Suite 148

ADDRESS

Mountain View, CA 94040

CITY, COUNTY, STATE, ZIP

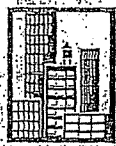
AUTHORIZED SIGNATURE

Richard Brady, President

NAME AND TITLE (TYPE OR PRINT)

650-858-0507 / rbrady@matrixcg.net

TELEPHONE/E-MAIL



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:
Dev. Services Consolidation

Department:
Offices of the City Administrative Officer and Chief Legislative Analyst

Name of Bidder:
Matrix Consulting Group, Ltd.

Phone: 650-858-0507

Address:
201 San Antonio Circle, Suite 148, Mountain View, CA 94040

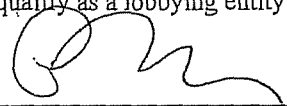
Email:
rbrady@matrixcg.net

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

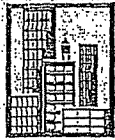
Date: 7-17-13

Signature: 

Name: Richard Brady

Title: President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.



City Ethics Commission
200 N Spring Street
City Hall - 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED. PLEASE TYPE OR PRINT LEGIBLY.

Bid/Contract Number (or other identifying information if no number):
Consolidation of Development Services RFP

Date Bid Submitted:
7-17-13

Description of Contract:
RFP Relative to Consolidation of Development Services

Awarding Authority (Department):
Offices of the City Administrative Officer and Chief Legislative Analyst

BIDDER

Name: Matrix Consulting Group, Ltd.

Address: 201 San Antonio Circle, Suite 148, Mountain View, CA 94040

Email (optional): rbrady@matrixcg.net Phone: 650-858-0507

State Contractor I.D.: C2485394 (California Certificate of Status)

Must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor I.D., indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Richard Brady Title: President, CFO

Address: 201 San Antonio Circle, Suite 148, Mountain View, CA 94040

Name: Gary Goelitz Title: Vice President

Address: 201 San Antonio Circle, Suite 148, Mountain View, CA 94040

Name: Alan Pennington Title: Vice President, Secretary

Address: 101 Southpointe Drive, Suite E, Edwardsville, IL 62025

Name: Title:

Address:

Name: Title:

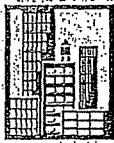
Address:

Name: Title:

Address:

☐ additional sheets are attached.

☐ Bidder is an individual with no principals.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: N/A

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

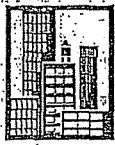
Subcontractor: _____

Address: _____

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal
whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: N/A Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 7-17-13

Signature: _____

Name: Richard Brady

Title: President

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Offices of the City Administrative Officer and Chief Legislative Officer Jason Killeen and Tyler Munhall 213.473.7500

City Department/Division Awarding Contract

City Contact Person

Phone

RFP Relative to Consolidation of Development Services

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Matrix Consulting Group, Ltd.

Bidder/Proposer Business Name

201 San Antonio Circle, Suite 148

Mountain View

CA

94040

Street Address

City

State

Zip

Richard Brady, President

650-858-0507

650-917-2310

Contact Person, Title

Phone

Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☒ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ____/____/____.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☒ **Corporation:** Date incorporated: 01 / 01 / 03 State of incorporation: California

List the corporation's current officers.

President: Richard Brady

Vice President: Gary Goelitz, Alan Pennington

Secretary: Alan Pennington

Treasurer: Richard Brady

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Richard Brady

Gary Goelitz

☐ **Limited Liability Company:** Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

☐ **Partnership:** Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: / /

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 11 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☐ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Richard Brady, President

7-17-13

Print Name, Title

Signature

Date

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 7

Section E, Item 8. Contracts with the City of Los Angeles

- * Department of City Planning - Analysis of Zoning Administration
\$31,000 Start 2009 / End 2010
- * Office of the Controller - Analysis of Payroll Operations Reorganization Assessment
\$50,000 Start 2010 / End 2010
- * Fire Department - Fire & Emergency Services Fee Analysis
\$43,650 Start 2010 / End 2010
- * Department of City Planning - Fee Analysis and Study
\$110,000 Start 2009 / End 2009
- * Wastewater Collections Systems Division - Performance Audit
\$50,000 Start 2008 / End 2009
- * Department of Building and Safety - Performance Audit of Inspection Enforcement Activities
\$25,000 Start 2006 / End 2006
- * Department of Parks & Recreation - Performance Audit of Maintenance Activities
\$50,000 Start 2005 / End 2005
- * Controller's Office - Consulting Services Audit Pool
(ongoing contract pool)

Section E, Item 9. Contracts with other Government Agencies

The Matrix Consulting Group has contracted with more than 500 government entities since its formation in 2002. We have conducted a wide variety of organizational-wide studies, including review of Development Services functions, (more than 75 organization-wide studies in total). Additionally, recent clients for whom we have performed studies with a specific focus on Development Services (not including our work with Los Angeles) include:

Arlington, VA	Lee's Summit, MO
Cary, NC	Lawrence, KS
Cupertino, CA	Manatee County, FL
Dayton, OH	Mountain View, CA
Des Moines, WA	Oceanside, CA
East Palo Alto, CA	Oro Valley, AZ
Greenville, SC	San Francisco, CA
Gwinnett County, GA	San Jose, CA
Hanover County, VA	Santa Monica, CA
Hilton Head Island, SC	Springfield, MA
Johnson City, TN	Sunrise, FL (two studies)
West Palm Beach, FL	

LOS ANGELES RESIDENCE INFORMATION

The City Council, in consideration of the importance of preserving and enhancing the economic base and well-being of the City, encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate, and for the business taxes they remit. The City Council adopted a Motion (CF 92-0021) on January 7, 1992 that requires proposers/bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. In order to comply with this Motion, please provide the following information:

Organization: Matrix Consulting Group, Ltd.

Corporate or Main Office Address: 201 San Antonio Circle, Suite 148

Total Number of Employees Employed by Company or Organization: 15FT / 5PT

Percentage of the Total Workforce Residing in the City of Los Angeles: 0

Percentage of the Total Workforce Employed in the City of Los Angeles: 0

Address of Any Branch Office(s) within the City of Los Angeles:

N/A

Workforce in each City of Los Angeles Branch Office: N/A

Percentage of Workforce in each City of Los Angeles Branch Office Residing in the City of Los Angeles: N/A

Percentage of Workforce in Each Los Angeles Branch Office Employed in the City of Los Angeles: N/A

EXHIBIT G
PROCESS IMPROVEMENT SERVICES STATEMENT OF QUALIFICATIONS
AGREEMENT NUMBER C- 122748

EXHIBIT G

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LETTER OF TRANSMITTAL

CONFIDENTIAL

matrix##

consulting group

February 12, 2010

Ms. Alisa Williams
Master Agreement Program Administrator
Chief Executive Office
500 West Temple Street, Room 750
Los Angeles, CA 90012

Dear Ms. Williams,

The Matrix Consulting Group is very excited to submit qualifications to conduct Process Improvement Services for the County of Los Angeles. As a firm dedicated to providing management, operational, organizational, and process improvement studies for local governments, we are uniquely qualified for the following reasons:

- **Extensive experience conducting process improvement studies.** Our firm has conducted hundreds of local government efficiency and effectiveness projects in California and across the country, including the streamlining of operations and resources, enhancing utilization of staffing and technology, and improving customer service delivery.
- **Extensive experience with all services and functions provided by local government.** Our firm has demonstrated experience conducting improvement projects within the service areas provided by the County of Los Angeles, including administration (auditor, technology, human resources, finance, etc.), public safety and criminal justice, public works and utilities, community development, health and human services, parks and recreation, libraries, etc.
- **Extensive experience with Los Angeles County and surrounding jurisdictions.** Our firm has conducted numerous improvement studies for the Los Angeles County Sheriff's Department in Lynwood and Palmdale, performance and efficiency studies for the City of Los Angeles' Departments of Public Works, Building and Safety, and Parks and Recreation, and other improvement projects in Beverly Hills, Burbank, Glendale, Inglewood, Long Beach, Pasadena and Santa Monica.

We hope to have the opportunity to continue our relationship with the County of Los Angeles. If you need additional information, please do not hesitate to contact me at 650.858.0507 or rbrady@matrixcg.net.

Richard Brady
President



Matrix Consulting Group

SECTION A: PROPOSER'S QUALIFICATIONS

A.1: PROPOSER'S BACKGROUND AND EXPERIENCE

A.1: BACKGROUND AND EXPERIENCE

This section provides a summary of relevant background information to demonstrate that the Matrix Consulting Group has the capabilities to perform Process Improvement Services for the County of Los Angeles, as well as meets and/or exceeds the following five minimum qualifications per the RFSQ:

- 1.5.1 - Proposer firm must have at least five years of recent similar experience
- 1.5.2 - Proposer's project manager(s) must have three years' similar experience
- 1.5.3 - Proposer must provide a detailed description / methodology
- 1.5.4 - Proposer must provide at least three related references
- 1.5.5 - Proposer must provide at least three examples of performance metrics

The sections below demonstrate our ability to meet and/or exceed these minimum qualifications.

1.5.1 WE EXCEED 5 YEARS OF EXPERIENCE PROVIDING PROCESS, ORGANIZATIONAL, OPERATIONAL, AND MANAGEMENT IMPROVEMENT CONSULTING SERVICES TO GOVERNMENT AGENCIES.

The Matrix Consulting Group and our project team have broad organizational efficiency, effectiveness, and process improvement consulting experience in each of the operating and service areas which comprise local government. Our project team has conducted over 50 organization-wide studies of counties and cities around the country since 2002 (in which all departments were studied during a single project), including:

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

Western States	Eastern States
Barstow, California	Alachua County, Florida
Fort Morgan, Colorado	Albany, New York
Goodyear, Arizona	Alexandria, Louisiana
Irvine, California	Augusta, Georgia
Lathrop, California	Avon, Connecticut
Los Gatos, California	Brattleboro, Vermont
Los Angeles, California	Burlington, Massachusetts
Monrovia, California	Chatham County, Georgia
Palo Alto, California	Franklin Township, New Jersey
Pasadena, California	Lawrence, Massachusetts
Poway, California	North Miami Beach, Florida
Prescott Valley, Arizona	Portsmouth, New Hampshire
San Clemente, California	Portsmouth, Virginia
San Rafael, California	Venice, Florida
Solano County, California	Waltham, Massachusetts
Spokane, Washington	Wayland, Massachusetts
Sunnyvale, California	West Boylston, Massachusetts
Walnut Creek, California	Whitman, Massachusetts

In addition, our firm and project team has conducted hundreds of local government improvement projects across various functions and departments, as illustrated in the following table of projects in just the past 5 years.

Client	Organization, Operation, Management, and Process Improvement Projects
Albemarle, Virginia	Fire Department Master Plan
Alexandria, Virginia	Performance Audit of the Fleet Services
Alexandria, Virginia	Performance Audit of the Parks and Recreation Department
Alexandria, Virginia	Technical Assistance in the Development of an MMS RFP
Allegan County, Michigan	Cost and Fee Study
Amesbury, Massachusetts	Organization, Effectiveness & Efficiency Study of the Fire Dpt.
Anaheim, California	Civilian Staffing Study of the Police Department
Arlington County, Virginia	Site Plan Review Study
Arlington, Texas	Police Study Follow up
Athens, Texas	Fire Department Management Study
Atwater, California	Atwater Building Fee Study 07
Augusta, Maine	Fire Consulting Services
Aurora, Colorado	Police Department Organization Study
Aztec, New Mexico	Police Department Performance Audit
Baldwin-Wallace College, Ohio	Fire Regionalization Project
Bayonne, New Jersey	Fire and Police Management Studies
Beverly Hills, California	PW & Transportation Department Management Study
Beverly Hills, California	Management Study of the Community Development Dpt.
Beverly Hills, California	311 Feasibility Study
Brookline, Massachusetts	Fire Department Study
Burlingame, California	Fire Regionalization Study
Campbell, California	Review of Fire Services Contract for the City of Campbell
Canandaigua, New York	Provision of Fire Consultant Services
San Diego, California	Fee Study
Cary, North Carolina	Development Review Process Study
Charleston County, South Carolina	Performance Audit of the RoadWise Program

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Client	Organization, Operation, Management, and Process Improvement Projects
Charlotte, North Carolina	Proposal Policy and Compliance Review Services
Chesapeake, Virginia	Classification and Staffing Study
Chesapeake, Virginia	Pay Structure Design Services
Chesapeake, Virginia	Assessment of CFD Staffing, Deployment and OT
Clearwater, Florida	Fire Study
College Park, Maryland	Assessment of Police Services and Alternatives
Columbus, Ohio	City Clerks Management Audit
Colusa, California	Fire Department Master Plan
Corvallis, Oregon	Staffing Allocation Study for the Corvallis Police Department
Cotati, California	Police Department Master Plan
Coventry, Connecticut	Fire Department Strategic Plan
CPS Sacramento, California	Human Resources Management Audit
Marin County, California	Community Development Agency Management Study
Dane County, Wisconsin	Sheriff's Department Operations and Staffing Study
Danville, California	Sheriff Services Study
Dayton, Ohio	Permitting Process Improvement Study
Deltona, Florida	Deltona Citywide Efficiency
Denton, Texas	Management Study of Water and Wastewater Utilities
Dubuque, Iowa	Fire Station Location Study
East Palo Alto, California	Community Development Organizational Review
El Paso, Texas	Analysis of Fleet Assigned to Environmental Services
El Paso, Texas	Consultant Services for the Fire Department
Elk Grove, California	City of Elk Grove Full Cost Allocation Plan
Evans, Colorado	Water Fund Assessment
Falmouth, Massachusetts	Department of Public Works Organizational Review
Fort Lauderdale, Florida	Staffing and Organizational Study
Franklin, Tennessee	Audit of Water Management Department
Franklin, Tennessee	Operations Analysis of the Fleet Maintenance Division
Fresno, California	City of Fresno Development Services Fee Study
Galt, California	Police Department Staffing Study
Georgetown County, South Carolina	Fire and EMS Study and Capital Plan
Gilroy, California	Police Department Staffing Study
Glendale, California	Development Services Management Study
Glenn Heights, Texas	Compensation and Classification Study
Glenview, Illinois	Station Location and Deployment Study
Gloucester, Massachusetts	Management Audit of the Department of Public Works
Grants Pass, Oregon	Public Safety Strategic Plan
Gwinnett County, Georgia	Development Review Study
Hanford, California	Fire Station Location Study
Hanover County, Virginia	Community Development Customer Service Review
Haverhill, Massachusetts	Public Works Organizational Study
Hermiston, Oregon	Water Department management Study
Hermosa Beach, California	Fire Department Master Plan
Hilton Head Island, South Carolina	Revenue and Collections Study
Hilton Head Island, South Carolina	Performance Audit of the Development Permitting Processes
Huntington Beach, California	Communications Consolidation Study
Imperial Irrigation District, California	Utilities and Human Resources Study
Inglewood, California	Police Department Services Audit
Indio Sun, LLC, California	Indio Trails Fire Impact Assessment

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Client	Organization, Operation, Management, and Process Improvement Projects
Jackson County/Medford, Oregon	Consolidated 911 Dispatch Feasibility Study
Jacksonville, Florida	Sheriff's Office Management Study
Jupiter, Florida	Fire Contract Review
Kaufman, Texas	Classification and Compensation Study
Kettering, Ohio	Management Study of the Fire Department
Killington, Vermont	Fire Study
Lafayette, California	Sheriff Services Study
Lake Worth, Florida	Utilities Department Management Study
Lauderdale Lakes, Florida	Lauderdale Lakes Fire Assessment
Lawrence, Kansas	Development Services Assessment
Lee's Summit, Missouri	Codes Administration Management Study
Little Rock, Arkansas	Management Audit – Code Enforcement Program
Los Altos Hills, California	Update of Roadway Impact Fees
Los Altos Hills, California	Cost Allocation Plan
Los Angeles, California	T/A for Code Enforcement / Building Inspection Audit
Los Angeles, California	Planning Department Fee Study
Los Angeles, California	Wastewater Study
Lowell, Massachusetts	Management Study of the Police Department
Marin County, California	Marin County CDA Fee Study
Marion County, Oregon	Public Works Study
Mason, Ohio	Organizational, Effectiveness and Efficiency Study
Matanuska Borough, Alaska	Road Network Maintenance Analysis
Middleborough, Massachusetts	Organizational Study of Fire Department Ambulance Services
Milwaukee, Wisconsin	Best Practices Review DPW Capital Project Management
Milwaukee, Wisconsin	Patrol Deployment Study
Monterey County, California	Communications Department Implementation Study
Moorpark, California	Organizational Study of the Finance Department
Moorpark, California	Wastewater Assumption Study
North Kingstown, Rhode Island	Fire Department Needs Analysis – Follow up
Oakland, City, California	Public Works Agency Management Study
Oceanside, California	Development Services Productivity Assessment
Omaha, Nebraska	Police and Fire Department Efficiency Study
Orange County, Florida	Sheriff's Department Management Study
Orinda, California	Sheriff Services Study
Oro Valley, Arizona	Building and Safety Division Management Study
Parkland, Florida	Fire Station Location Study
Pasadena, California	Pasadena Building Fee Study 07
Plano, Texas	Emergency Medical Service Systems Analysis
Plymouth County, Massachusetts	911 Consolidation Study
Pueblo, Colorado	Station Location and Deployment Study
Raymore, Missouri	Police Department Management Study
Red Bluff, California	Fire Facility Feasibility Study
Richmond, California	City of Richmond Cost Allocation Plan
Richmond, Virginia	Legislative Staffing Study
Ridgewood, New Jersey	Police Department Performance Audit
Ridgewood, New Jersey	Fire Department Performance Audit
Sacramento Flood Control, CA	SAFCA Management Study
Sacramento Public Library, CA	SAC LIB JPA CAP
Sacramento, California	Fire Department Master Plan

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Client	Organization, Operation, Management, and Process Improvement Projects
Saginaw, Texas	Compensation and Classification Study Update
Salem, Oregon	Planning Division Audit
Salt Lake City, Utah	Performance Audit of the IMS Department
Salt Lake City, Utah	Justice Court Study
San Antonio, Texas	Police Department Operations Improvement Study
San Francisco, California	Planning Department Management Study
San Francisco, California	Comprehensive Fee / Rate Calculation Study
San Marcos, Texas	Cost Allocation Plan
San Mateo County LAFCO, CA	Municipal Services Review
San Mateo County, California	Dispatcher Recruitment and Retention Study
San Mateo, California	Public Works Department Management Study
Santa Barbara County, California	User Fee Study
Santa Clara Valley Water District	Procurement Process Improvement Study
Seminole County, Florida	Fire / Rescue / EMS Comprehensive System Study
Southlake, Texas	Management Study of the Community Services Department
Southlake, Texas	Southlake Survey Follow-up
Spokane, Washington	Project Charter for Maintenance Management System
Spokane, Washington	Technical Assistance for Development of an RFP for a CMMS
Springfield Control Board, MA	BID Survey and Assessment
Springfield Control Board, MA	Springfield Inspectional Services Assessment
St. Petersburg, Florida	Police Study
Sunnyvale, California	Optimum Staffing Study of the DPW
Sunnyvale, California	User Fee Study
Sunnyvale, California	Finance Staffing Study
Temecula, California	Temecula User Fee Update 2007
Tiburon, California	Organizational Assessment of Public Works
Union City, California	Public Works Organizational Study
Union City, California	Fleet Services Classification Study
University of Missouri, Kansas City	Organization Study
Washington County, New York	Public Works Study
Washoe County, Nevada	Emergency 911 Review and Audit Report
West Hollywood, California	Community Development Performance Audit
West Springfield, Massachusetts	Police Department Study
West Virginia University, West Virginia	Purchasing Performance Audit
Wilbraham, Massachusetts	Comprehensive Public Safety Staffing Study






The Matrix Consulting Group would be pleased to provide further client examples of all government improvement projects conducted since our incorporation in 2002.

1.5.2 OUR SENIOR PROJECT MANAGERS EXCEED THREE YEARS OF EXPERIENCE MANAGING AND DELIVERING PROCESS IMPROVEMENT CONSULTING PROJECTS FOR GOVERNMENT AGENCIES.

All of our firm senior project managers have at least 6 to 30 years of experiencing planning, managing, and executing organizational and operational efficiency and process improvement projects for local government entities across the State of California and the country. The following table illustrates the breadth and depth of

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knowledge and experience for our project managers who would serve the County of Los Angeles.

Name / Title	Summary Experience and Education	Examples of Recent Projects Managed
Richard Brady President	<p>Over 29 years of experience conducting more than 35 organization-wide management audits as well as over 500 organizational and staffing studies of every local government service (working with over 400 agencies). Process, operational, and organizational consulting focus includes resource allocation and workforce planning, service delivery options, productivity, improved processes and procedures, and streamlined workflow.</p> <p>Mr. Brady has a Doctoral Degree from Oxford University and a BA from Cal State, Hayward.</p>	<ul style="list-style-type: none"> • Dane County, WI, Sheriff's Department – Operations, Staffing, and Process Improvement Study • San Antonio, TX, Police Department – Organizational and Operational Performance Evaluation • Contra Costa County, CA, Sheriff's Office – Evaluation and Improvement of Contract Services.
 Senior Vice President	<p>Over 31 years of experience as an analyst in the public sector, including various service delivery areas as public works, public utilities, and community development. Process, operational, and organizational consulting focus includes standardization of practices, elimination of waste, resource allocation and workforce planning, customer and resident services management, service prioritization, productivity, cost reduction measures, process, performance, and operations best practices, etc.</p> <p> has a Master of Public Administration and BA from the University of Southern California</p>	<ul style="list-style-type: none"> • Los Angeles, CA – Planning Review Process Study • Santa Clara Valley Water District, CA – Water Maintenance Process Improvement Study • West Hollywood, CA – Community Development Review Process Study • Imperial Irrigation District, CA – Utilities and Human Resources Study
 Senior Vice President	<p>Over 11 years of local government analytical experience.  is a public safety specialist, with over 100 police and fire studies in his client list. Consulting focus includes resource allocation and workforce planning, service costs and benefit analysis, customer services management, productivity, best practices, and revenue generation.</p> <p> has a Master of Science and BS from the University of Rochester, NY.</p>	<ul style="list-style-type: none"> • Plymouth County, MA – Consolidation and Process Efficiency Study for 911 Centers • Southlake, TX – Municipal Court Operations and Staffing Study • Clearwater, FL – Management Audits of the Police and Fire Departments

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Name / Title	Summary Experience and Education	Examples of Recent Projects Managed
<p>██████████ Vice President</p>	<p>Over 9 years of government financial management consulting experience, and serves as the lead for financial services, fee studies, cost allocation, and revenue enhancement studies. Process, operational, and organizational consulting focus includes service costs / benefit analysis, revenue generation, cost and inventory control, etc.</p> <p>██████████ has a BS in International Business Administration from Cal.Poly, San Luis Obispo.</p>	<ul style="list-style-type: none"> • Fresno, CA – Land Management Study • Richmond, CA – Cost Allocation and User Fee Study • Modesto, CA – Plan Check and Inspections Process Review and Regionalization Study
<p>██████████ Vice President</p>	<p>Over 15 years of experience as a former Assistant City Manager, Assistant Human Resources Director, and Labor Relations Manager. His experience includes conducting operational studies and analysis, budget preparation, implementation of performance measurement systems, and direct supervision. Consulting focus includes customer services management, service delivery options, etc.</p> <p>██████████ has a Master of Public Administration and BA from the University of Maine.</p>	<ul style="list-style-type: none"> • Santa Clara Valley Water District, CA – Procurement Process Improvement Study • Cary, NC – Community Development Process Review • Dayton, OH – Development Permitting Process Review
<p>██████████ Vice President</p>	<p>Over 20 years of public sector experience, performing as both a senior management consultant and executive manager. As Deputy Director of Auditing for the Los Angeles City Controller's Office, he managed the day-to-day functions of the Performance Auditing, Follow-up and Management Assessment sections. For over seven years ██████████ has provided public sector consulting services to cities, counties and special districts throughout the Western U.S., and has completed comprehensive management studies encompassing over 100 operating departments.</p> <p>██████████ received his B.A. from the University of California at Davis and his M.P.A. degree from the University of Southern California.</p>	<ul style="list-style-type: none"> • Marion County, OR – Public Works Organizational, Operational, and Management Study • Clackamas County, OR – Performance Audit of the Clerk's Office • Boise, ID – Performance Improvement of Parks and Recreation

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Name / Title	Summary Experience and Education	Examples of Recent Projects Managed
<p>██████████ Vice President</p>	<p>Over 25 years of experience as a human resources, financial and management consultant to local government. Consulting focus includes organizational change and change management, organizational restructuring and downsizing, etc.</p> <p>██████████ has a Masters in Public Administration from the University of North Carolina and a BA from Davidson College.</p>	<ul style="list-style-type: none"> • Portsmouth, VA – Compensation and Classification Review • Rockville, MD – Cost Allocation Plan and User Fee Study • San Marcos, TX – Cost Allocation Plan Study
<p>██████████ Senior Manager</p>	<p>Over 20 years of consulting experience in the public sector covering a wide spectrum of functions and issues. Additionally, his background includes 10 years of experience as a financial analyst and project manager in private industry. ██████████ career has included assignments as consultant and project manager on over 100 operational, organizational and management improvement studies nation-wide.</p> <p>He holds a B.S. in Industrial Management from the Georgia Institute of Technology and an M.B.A. in Finance from Georgia State University.</p>	<ul style="list-style-type: none"> • Ventura County, CA – Staffing and Operations Study for Public Works • Beaufort County, SC – Efficiency Evaluation of Parks and Recreation • Maricopa County, AZ – Organizational, Operational, and Staffing Study of Public Works and Utilities
<p>██████████ Senior Manager</p>	<p>Over 9 years of local government management consulting experience, conducting organizational structure assessments, business process improvement, operational efficiency and staffing and workload studies. Process, operational, and organizational consulting focus includes enhanced efficiency and staff utilization, change management, resource allocation, service delivery restructuring, standardization and prioritization of services, streamlined workflow, technology integration, etc.</p> <p>██████████ has a Masters in Health / Public Administration from USC and BS from UC Davis.</p>	<ul style="list-style-type: none"> • Inglewood, CA, Police Department – Law Enforcement Services and Process Audit • Fort Morgan, CO – Organizational Staffing and Process Improvement Study • Lathrop, CA – Evaluation and Improvement of San Joaquin County Sheriff Services

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Qualifications for Performance Improvement Services

Name / Title	Summary Experience and Education	Examples of Recent Projects Managed
██████████ Senior Manager	<p>Over 9 years of management consulting experience for local government, with varied analytical background in public safety, criminal justice, public works, community services, parks and recreation, etc. Consulting focus includes organizational restructuring, resource allocation and workforce planning, service delivery options, process, performance, and operations best practices.</p> <p>██████████ has a Master of Public Administration and BS from Clark University.</p>	<ul style="list-style-type: none">• Franklins Township, NJ – Organization-wide Process and Operations Improvement Study• Manchester, NH – Fleet Maintenance and Utilization Study
██████████ Senior Manager	<p>Over 6 years of experience including business process improvement, management, organizational, and operational assessments for government agencies. Consulting focus includes service delivery options, prioritization of services, cost reduction measures, and best practices.</p> <p>██████████ has a Masters and BA from UCLA.</p>	<ul style="list-style-type: none">• Berkeley, CA – Patrol Scheduling Process Improvement Study• Marinwood / San Rafael, CA – Fire Services Improvement Study

The Matrix Consulting Group would be pleased to provide detailed resumes for each of the members above. Detailed resumes would be provided for any future projects which may originate from the Master Agreement.

1.5.3 WE HAVE A PROVEN AND STANDARDIZED METHODOLOGY FOR CONDUCTING PROCESS AND ORGANIZATIONAL IMPROVEMENT CONSULTING PROJECTS FOR GOVERNMENT AGENCIES.

The Matrix Consulting Group utilizes a standard approach in identifying process, organizational, operational, management, and staffing improvement opportunities in local government organizations. The primary tasks of the approach include:

- Conduct key personnel interviews to identify trends and challenges which impact the process, operational, organizational, and management needs.
- Develop a current understanding of the operations, organization, and management of a particular process.
- Obtain stakeholder input from respective staff and customers of the process

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- Conduct "benchmark" or "Best Management Practices" studies of the current operations and service levels in the context of efficiency and effectiveness
- Analyze the operational and staffing needs of the process or function
- Evaluate organizational structure and management staffing levels
- Identify modifications needed in process, operations, organization, management, and staffing resources
- Develop process improvement recommendations and implementation / training plans
- Implement performance metrics to measure success and adjust processes if necessary

The following pages provide the County of Los Angeles with a sample work approach in order to conduct a Process Improvement project.

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- Conduct "benchmark" or "Best Management Practices" studies of the current operations and service levels in the context of efficiency and effectiveness
- Analyze the operational and staffing needs of the process or function
- Evaluate organizational structure and management staffing levels
- Identify modifications needed in process, operations, organization, management, and staffing resources
- Develop process improvement recommendations and implementation / training plans
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The following pages provide the County of Los Angeles with a sample work approach in order to conduct a Process Improvement project.

SAMPLE WORK APPROACH FOR PROCESS IMPROVEMENT

Task 1 Conduct Initial Interviews to Identify Trends and Plans Which Impact Processes, Operations, Organization, and Management

To realistically evaluate processes, it is important that the project team develop a sense of where the County of Los Angeles is going; which key issues impact and shape service requirements; community composition and service constituencies; and service delivery philosophies. To develop this perspective, we would conduct a series of initial interviews with top County and departmental management to identify key factors impacting processes and operations. Specific issues would include the following:

Basic service delivery goals and objectives of County management and elected officials in relevant operating and service areas of the County such as law enforcement response times, responsiveness to citizen complaints about infrastructure repairs, recreational programming, development management, staffing needs and response targets for emergency communications, financial controls, human resources needs, etc.

Identification of key problems impacting service needs to which Los Angeles County must respond. This would include exploring such areas as infrastructure and capital renewal; and the scope and responsiveness of community services programming.

Attitudes toward existing service levels with specific focus on areas of common or high priority concern to interviewees.

Short term issues which need to be addressed, including the likelihood of continued financial impacts.
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Review of prior organizational changes in structures and operations and the impact those have had on service delivery.
--

Task 2 Develop an Understanding of the Process, Operations, Organization and Management of Functions in the County Functions Being Studied.

It is important that the project team understand, in detail, how the process and operation is staffed, organized, and managed. Additionally, it is important that the project team understand basic service delivery targets; current service levels, and where there may be overlaps and gaps. To develop this understanding, we will accomplish the following work steps – among others:

Conduct individual interviews with the appropriate managers (e.g., division heads), employees and employee representatives. During these interviews, we would focus heavily on understanding the existing plans of organization as well as key organizational issues facing each department, function, and / or process.
--

Develop descriptions of the staffing and responsibilities for staff in each process or function.
--

Document workloads and service levels for processes and functions – response time targets for emergency communications, frequency of road resurfacing, traffic controller maintenance, records maintained by County Clerk, vehicles maintained, recruitments, number of sheriff calls for service, etc.

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Review the major equipment and capital items provided to support service delivery – such as, inventory of vehicles and equipment assigned to each department as well as the utilization of these items (e.g., mileage).
Develop an understanding of key performance indicators for each department, process, or function.
Develop an understanding of the major management systems to plan and schedule, monitor and adjust approaches to providing services.
Document the major software and technology employed throughout the County and develop an understanding of the current levels of utilization.
Review major documents to gain an understanding of the operational practices of the County and to understand the financial and legal constraints the County is operating under. These documents would include the current and recent budgets, policy documents, work rules and personnel manuals, union collective bargaining agreements, job descriptions, regularly generated management reports, available operational statistics, mission statements and any available performance indicators.

Task 3 Stakeholder Input.

It is critical for the project team to develop input regarding current operational and organizational issues from staff and citizens – not just policy makers and management staff. To provide a major avenue for employee input at the outset of the project, we plan to prepare a questionnaire which would be designed to:

Document attitudes toward the types, levels and quality of services provided.
Document attitudes toward the balance of work and staffing.
Elicit attitudes toward organizational elements such as coordination of staff and services, departmental leadership, and the like.
Document perceptions regarding key management issues such as planning and scheduling, internal communications and the like.

Task 4 Conduct "Benchmark" or "Best Management Practices" Studies of Current Operations and Service Levels in the Context of Standards of Efficiency and Effectiveness.

The use of "benchmarking" or "best management practices" analysis is topical in the analysis of public and private sector agencies today. The content and characteristics of its use, however, can mean many things depending on the study team and the needs of the organization. Benchmarking has meant in many studies nothing more than general comparative analysis to arrive at where an organization stood with respect to its competitors or neighbors. In our studies, benchmarking has meant a more structured approach to comparing an organization with the leaders in a given field and to standards of efficiency and effectiveness developed in our work over the past 25 years. As a result, we propose to accomplish the following:

- The project team would develop a detailed list of "best management practices" and "benchmarks" for use in a diagnostic appraisal of each service function. This diagnostic appraisal would be developed to identify those areas in which the County was meeting targeted service delivery objectives or standards of service efficiency or effectiveness.
- We would initially identify a survey instrument for departmental staff to assist us in developing an understanding of current service delivery targets. The project team would use its own data collection activities to verify the data obtained in the instrument. Then, the project team would provide the benchmark standards associated with each service area and identify issues associated with current practices.
- Each service area diagnostic element would consist of the following:
 - A definition of the service level, efficiency or deployment target selected in each functional service area.
 - A description of the current performance of staff providing each service.
 - Identification of those areas in which the current delivery approach, practice or service level met or exceeded the target(s) selected and require no further study.
 - Identification of those areas in which service levels, approaches or practices represented improvement opportunities for the County.
 - A description of the next step(s) which the County should take to further evaluate the identified issues through either internal or consultant study in more detailed efficiency assessments.
- The project team would also develop a comparative analysis of how the County of Los Angeles staffing and key operational practices compares to other counties in the west. We would work with the County staff to develop a list of comparable counties for utilization.

The results of this task would represent a critical review point for the County and the consultant team in completing the Process Improvement Study.

Task 5 Analyze Process, Operations, and Staffing Needs.

In this important work task, opportunities for improving processes, operations and staffing will be analyzed. Detailed opportunities for improving productivity and cost effectiveness need to take into account the following components: (1) the appropriateness of service levels and programs, (2) existing staff utilization and service levels, (3) work methods and procedures impacting staff utilization, (4) work scheduling and planning techniques, (5) opportunities for privatization, and (6) analysis of vehicles and equipment.

This task will include such approaches and methodologies as the following:

Evaluate staff deployment compared to service levels and facility characteristics. This analysis will evaluate staff utilization by using two steps. The first step involves the use of guidelines for staffing that have been developed by the Matrix Consulting Group. The second step involves the compilation of comparative performance and cost indicators.

- In the first step, selected staffing guidelines will be utilized such as the square footage cleaned and maintained by custodial workers, numbers of staff supported by Human Resources personnel, numbers of field inspections completed by property assessors, numbers of building inspections completed by Inspectors, preventive patrol levels, and other workload efficiency measures for all other functions. These guidelines have been previously developed by members of the consulting team in our decades of consulting or by professional associations such as APPA, NAFA, IFMA, etc.
- In the second step, the consulting team will develop and compile comparative indicators to document the level of staffing for sheriff functions, emergency dispatch, treasury and accounting, parks and open space, facility maintenance, public works and fleet maintenance and other functions. This will focus on developing comparative data such as the cost of park maintenance per developed acre, the square footage of buildings per custodial worker, percentage of proactive time for patrol by officers, etc. These indicators, too, will be based on our own databases of indicators and the comparative survey.

Evaluation of the adequacy of major work practices. The analysis will focus on identification of opportunities to streamline work practices to increase utilization levels and/or reduce staffing requirements. Through the analysis of major work practices, the consulting team will determine if:

- Crew sizes of various units are appropriate to the type and volume of work performed.
- Ways exist to reduce travel time and unproductive staff usage.
- Equipment is available to reduce labor-intensive work tasks.
- The frequency of various work tasks now performed is unnecessary or can be reduced.
- Some work tasks can be eliminated.
- Skill mix for positions can be improved.
- Use of part-time staff for maintenance of facilities can be increased, and the extent of utilization of full-time staff reduced to reflect the seasonal nature of work practices and service provided.

Evaluation of work planning and scheduling. Analysis will focus on systems and processes used to plan and control work focusing on:

- Evaluation of the overall maintenance management program employed to support field operations to include maintenance management program employed to support field operations to include maintenance frequencies, maintenance standards, staff assignment to maintenance tasks, and systems and procedures employed to monitor performance of both scheduled and unscheduled maintenance programs.
- Adequacy of supervisory training related to planning and scheduling work.
- Appropriateness of work schedules in place and options for alternative scheduling.
- Availability of materials and supplies to support planning of work and maintenance activities.

Evaluation of the use of contract services to maintain the infrastructure. Analysis will focus on a number of elements including:

- The extent to which contractors are utilized for maintenance of facilities, fleet, parks and trees.
- Estimating the cost of service contracting based on the experience of other cities in Southern California that have implemented service contracts in each maintenance service area analyzed.
- Compare those costs with the cost of in-house services.
- Identify the impact of contracting on service levels and service responsiveness.
- Identify the impact of service contracting on County capabilities to respond to emergency situations including disasters as well as emergency response to unscheduled service problems

Analysis of fleet and equipment utilization. Analyzing utilization levels for vehicles including individual unit mileage and/or hours of operation, and identify opportunities to reduce fleet size.

Analysis of these components will result in the development of detailed recommendations regarding:

- Specific staffing required given acceptable utilization levels.
- Specific positions that can be eliminated or adjusted if reasonable utilization levels are obtained.
- Specific steps that need to be taken to reach reasonable utilization levels include:
 - Specific changes in existing work methods and practices.
 - Adjustments in existing planning and scheduling techniques.
 - Where appropriate, specific steps that could be taken to adjust existing operating systems with positive impact on staff utilization levels and staffing requirements.

Where specific reconfiguration or technical adjustments are recommended, the alternative costs and/or savings will be documented and compared to existing levels as well as to existing staff utilization levels.

Task 6 Evaluate Organizational Structure and Management Staffing Levels for the Respective Process, Function, and / or Department.

The purpose of this task is to evaluate the efficiency and responsiveness of management organization and staffing. A major focus of the task is to determine if management and administrative staffing structures are as "tight" as possible. We evaluate each functional organization and management and administrative staffing plan from the following perspectives:

Is the organization structure too "tiered" or too "flat" from the management staffing perspective?
Are functions placed too high or too low in regard to their importance in meeting operating and service objectives?
Are spans of control too broad or too limited?
Does the current plan of management and administrative organization provide for adequate communication and coordination between and among operating units?
Are there any overlapping or duplicated functions?
Does the plan of organization provide clear lines of authority and responsibility?
Are management and supervisory personnel spending the majority of their time on high priority work and performance responsibilities?
Do management roles and results support the success of the County's mission?

Based on the above, the project team would develop a plan of administrative organization and staffing for each operating department, function, or process. The plan would include identification of specific organizational modifications required and the impact of those modifications on both management staffing levels and costs.

Task 7 Identify Modifications Needed in Major Management Systems.

In this task, the management systems and processes used to plan and control municipal operations will be evaluated. The methodologies utilized for conducting these evaluations will be interviews, review of policy and procedures, and assessment of management reporting systems. The management processes which will receive particular attention by the study would include: goal-setting and monitoring; budget preparation and cost control; long-range program planning; and other management approaches utilized by departmental managers. Analytical attention will be focused on such major management system issues as:

How do managers plan, schedule and control the work to be done in each of the County's organizational units?
Are management systems organized in a manner to effectively communicate missions, goals, and values throughout the organization?
Do managers have accurate and timely measures of the performance of each unit?
Do managers and staff effectively communicate regarding shared resource needs, areas of mutual responsibility, etc.? Do space layouts foster this communication?
How are goals, objectives and service level targets developed?
How productive are management personnel in performing their duties? How is this productivity evaluated?
How is 'customer service' defined, promoted and supported?
How are cross functional management needs identified and prioritized? How are complementary services coordinated?
Do the County Manager and elected officials receive the information that they need to provide an on-going assessment of departmental performance?

When the above analyses are completed, positive features of existing management systems and processes will be documented as well as improvement opportunities which may exist.

Task 8 Prepare a Final Report and Provide Detailed Plans for Implementing Identified Process Improvement Opportunities.

Upon the conclusion of the assessment, we will prepare a detailed report which summarizes the results of each of the previous work tasks described above. This report includes the following:

A detailed evaluation of department and management staffing.
A detailed analysis of the most appropriate allocation of functions within the County, as well as the proposed structure of organization.
Detailed recommendation on process improvement opportunities.
Identification and evaluation of key performance measures including gaps between target and actual process and service levels.
A specific set of implementation plans, including a "degree of difficulty" for each recommendation, covering all recommended improvements consisting of specific implementation work steps; suggested responsibility for implementation; timing and sequencing for the accomplishment of each work step; as well as an "order of magnitude" of cost and/or savings associated with implementation.



The report will include, as requested, an executive summary, a findings and conclusions section, detailed recommendations, and an implementation / training schedule.

1.5.4 WE HAVE PROVIDED MORE THAN THREE GOVERNMENT CLIENT REFERENCES FOR PROCESS AND ORGANIZATIONAL IMPROVEMENT PROJECTS.

The following tables lists recent projects that are directly applicable to the services being requested by the County of Los Angeles and involved the following:

- Enhanced speed and knowledge / competency to accomplish tasks and activities
- Improved service delivery to the public
- Improved cost and inventory control
- Simplification and standardization of operations, processes, and procedures
- Enhanced staff utilization and reduction of un-necessary resources
- Streamlined management and workflow

We encourage you to call these references to check the quality and practicality of our work, including how we assisted these government agencies to reach their goals and objectives. These references represent work conducted in just the past three to five years.

Client and Project / Project Cost and Duration	Project Summary	Reference
ORGANIZATION-WIDE STUDIES		
Monroe County, Michigan (2009) Organizational, Efficiency and Effectiveness Study	In this study the Matrix Consulting Group project team recommended a series of management improvements to assist the County to maintain service levels in light of staffing reductions which occurred over the previous 7 fiscal years. Included within the study's key recommendations were the need to control benefits expenditures through collective bargaining, increased cost effectiveness in the Sheriff's Office through changes to scheduling and deployment, consolidation of services and staff in the several smaller departments and streamlining of administrative services functions.	 Director, Purchasing & Facilities 

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

Client and Project / Project Cost and Duration	Project Summary	Reference
Spokane, Washington (2007) Organizational, Efficiency and Effectiveness Study	<p>In this study the Matrix Consulting Group project team recommended a restructuring of municipal services to better align service delivery to available revenue. Included within the study's key recommendations were the need to control benefits expenditures through collective bargaining, making new development pay for itself, increased cost effectiveness in the Department of Public Works (through reduced crew sizes, insourcing and outsourcing, improved productivity), consolidation of services and staff in the Police Department, improved productivity among firefighters when not on calls or training, and streamlining of administrative services functions. In all, net cost savings were approximately \$5 million per year.</p>	<p>██████████ Finance Director ██████████</p>
Goodyear, Arizona (2007) Organizational Study and City Staff Assessment	<p>In this just completed study the Matrix Consulting Group project team worked with this rapidly growing City to ensure an efficient and cost effective organizational and management base as it grows from about 50,000 now to about 400,000 in the next 20 years. The project team has developed a quantitative approach to determining staffing needs in most functions and qualitative targets for service level determination. This process has resulted in short term cost savings in public works but more efficient operations throughout the City.</p>	<p>██████████ Mayor's Assistant ██████████</p>
Sunnyvale, California (2005-2009) Serial Efficiency, Effectiveness and Optimum Staffing Studies	<p>The Matrix Consulting Group conducted a Citywide Optimum Staffing Study on a serial basis since 2005 (Public Safety in 2005, Public Works in 2006, Finance in 2007 and remaining departments this year). The Public Safety study analyzed opportunities to reduce field patrol costs by changing an inefficient 11.5 hour schedule to a 12 hour one (savings of \$1.1 M per year while maintaining existing service levels). The Public Works study identified \$1 M in net cost savings mainly through changes in crew sizes and PM intervals. The Finance study recommended changes in the City's budget and performance management system. The study just completed examined Community Development (push more permits to the counter from the Planning Commission; consolidate development functions); Community Services (reduction in parks managers); Human Resources (reduction of staff from 21 to 14 while making staff more responsive); Information Technology (more off the shelf applications) and Library (reduction in management). In this final study, over \$750,000 in savings have been identified.</p>	<p>██████████ City Manager ██████████</p>

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

Client and Project / Project Cost and Duration	Project Summary	Reference
Monrovia, California (2006) City-Wide Organization and Management Study	The study involved an organizational analysis of all of the City's departments. Recommendations regarding the Public Works Department included reallocating recreation positions to the Community Services Department, reducing the number of management analyst positions, reallocation of the Utilities Engineer position to the Engineering Division, and consolidating the management of street, park, and facility maintenance. In the Fire Department, a reduction of management positions was effected. In Police there was civilianization of support positions.	[REDACTED] City Manager [REDACTED]





In addition to the references listed above for projects comprised of organizational wide focus, we are providing the following references for specific departmental studies that we have conducted to provide the County of Los Angeles a better understanding of the breadth, depth, and level of operations and process expertise that we have within our firm. For these additional references, we have provided phone numbers for contact. Full contact information can be provided as requested.

PUBLIC WORKS STUDIES		
Sunnyvale, California (2006) Public Works Department Staffing Optimization Study	This study involved an analysis of engineering, traffic engineering, water and wastewater utilities, field operations including street maintenance, sign and striping maintenance, tree maintenance, median maintenance, etc, and a MRF. Principal recommendations included outsourcing selected services, enhancement of capital project management, acquisition of an maintenance management system, and reduction of staffing.	[REDACTED] Finance Director [REDACTED]
Springfield, Massachusetts (2005) Public Works Study	The study involved an assessment of the Public Works Department including the Solid Waste Division. Recommendations include the enhancement of management controls, the adjustment of service levels, streamlining of the plan of organization, and the reduction of staffing. We are continuing to work with this City and the Finance Control Board to facilitate managed competition processes as well as to assist with negotiations with the regional utility authority.	[REDACTED]pre Now Development Services Director, Hartford, CT [REDACTED]

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

POLICE / SHERIFF STUDIES		
Las Vegas Metropolitan Police Department, Nevada (2004) Organization and Staffing Audit	<p>In this study the project team analyzed the staffing and operating needs of this rapidly growing law enforcement agency. Recommendations were made to add approximately 200 police officers in field services and about 30 detectives in investigative units. This recommendation was made to provide field staff with proactive capabilities now largely absent. In investigations, caseloads among property crimes detectives were extraordinarily high. Staff increases were mitigated by making recommendations to civilianize some positions, examine shift schedules and make other management changes.</p>	<p>[REDACTED] Sheriff [REDACTED]</p>
Orange County, Florida (2007) Sheriff's Office Management Study	<p>In this study the project team has developed a plan which the Sheriff's Office and County Administration can use to determine resource needs now and in the future. In Florida, constitutional officers can challenge budgetary allocations from County government. This study was conducted as a 'last step' before the Sheriff appealed to Tallahassee. The report recommended additional field personnel, including the creation of field civilians, selected unit changes up and down in staffing, and numerous management changes.</p>	<p>[REDACTED] Assistant County Executive [REDACTED]</p>
DEVELOPMENT SERVICES STUDIES		
Gwinnett County, Georgia (2006) Analysis of the Development Services Processes	<p>In this just completed project, we evaluated opportunities to streamline development services processes in this rapidly growing County. Key recommendations are to co-locate development services functions, utilize the automated permitting system to track applicant processing times, and scheduling appointments with applicants to provide better service.</p>	<p>[REDACTED] Director Department of Water Resources [REDACTED]</p>
Lawrence, Kansas (2006) Management Study of the Development Review Process	<p>Matrix Consulting Group completed a management study reviewing all building, planning and development processes. Principal recommendations included reallocation of duties between departments/division for efficiency, reorganization of two departments into a Community Development Department; institution of performance measures for processing times, review and possible replacement of the Information technology system, and staff changes to enhance accountability and oversight.</p>	<p>[REDACTED] City Manager [REDACTED]</p>

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

ADMINISTRATIVE SERVICES		
Salt Lake City, Utah (2006) Performance Audit of the Information Management Services Division	Matrix Consulting Group performed an assessment of IMS. We evaluated customer services issues, staffing, technical skills, organizational structure, technology infrastructure, and benchmarking against other cities and industry standards. Key recommendations included reduction in the development of in house applications, creation of a departmental technology committee to manage customer services expectations and costs.	 IMS Director 
Charlotte, North Carolina (2008) Procurement Policy and Compliance Review	This project entailed an assessment and evaluation of the procurement policies against best practices in the procurement field. Specific areas of inquiry and evaluation included: evaluation of the procurement approaches utilized, compliance with established policies and procedures, enhancements to improve the transparency and fairness of the procurement of goods and services, and the management of established contracts.	 Internal Auditor 

1.5.5 WE HAVE PROVIDED MORE THAN THREE EXAMPLES OF PERFORMANCE METRICS IN VARIOUS FUNCTIONAL AREAS OF GOVERNMENT SERVICE.

The following table provides a few examples of performance metrics within various functional / service areas which are used to identify process improvement opportunities and measure the success of process re-engineering.

Functional / Service Area	Potential Issues to be Examined	Examples of Performance Metrics
Community Development	<ul style="list-style-type: none"> Is the permit approval process clear and concise? Are front-counter staff given the proper authority to check and approve permits? Is the internet being leveraged to enhance staff resources? Is the process for scheduling and conducting inspections efficient and effective? Are staffing levels appropriate to meet service delivery goals and objectives? 	<ul style="list-style-type: none"> 50% to 75% of the building permits are checked over the counter 10% to 20% of the building permits are issued on-line using the internet Building inspectors respond to inspection requests within 1 working day

COUNTY OF LOS ANGELES, CALIFORNIA
Qualifications for Performance Improvement Services

Functional / Service Area	Potential Issues to be Examined	Examples of Performance Metrics
Fire and Emergency Medical Service	<ul style="list-style-type: none"> • Do the dispatch policies and procedures promote timeliness? • Are incidents appropriately triaged and prioritized? • Are fire station locations in the most efficient and effective places? • Is the unit response processes for responding to calls for service efficient and safe? 	<ul style="list-style-type: none"> • No longer than a 1-minute "reflex" time – or the time between the receipt of the dispatch and the time the crews are rolling to the scene • Response time for the first responding company of 4 minutes to 90% of emergency fire and medical calls.
Human Resources	<ul style="list-style-type: none"> • Is the communication process between hiring Departments and HR efficient? • What is the level of proactive workforce planning to anticipate and plan for vacancies? • Is the process of HR personnel to advertise, recruit, and select employees efficient? • Are the levels of HR staffing adequate? 	<ul style="list-style-type: none"> • 45-60 days to fill clerical and 'operations' open positions • 60-90 days to fill for professional and paraprofessional open positions • 120-150 days to fill for management open positions
Information Technology	<ul style="list-style-type: none"> • Is the process for triaging technology issues appropriate? • Is there an automated / self-help process in place for staff? • Is help-desk staffing levels appropriate? 	<ul style="list-style-type: none"> • 70% of the help desk calls are responded and closed over-the-phone the same workday • 70 of the help desk calls that require an on-site response are responded to and closed within one workday
Law Enforcement	<ul style="list-style-type: none"> • Are sworn officers responding to the appropriate calls for service? • Is the dispatching process efficient and effective? • Are the levels of patrol officer staffing appropriate to handle workloads? • Are officers properly deployed? 	<ul style="list-style-type: none"> • Proactive patrol officer time of 40% to 50% • 3 – 5 minute response time to high priority calls • 5 – 15 minute response times to medium priority calls • 15 – 30 minute response times to low priority calls

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Matrix Consulting Group, Ltd

Name

CA

State

2003

Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

n/a

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name

County of Registration

Year became DBA

n/a

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name

Year of Name Change

n/a

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

n/a

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.5 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate box:

- ☒ Yes Paragraph 1.5.1 5 years Process Improvement experience, within the last 7 years for firm, to agencies with 500 employees or above
- ☒ Yes Paragraph 1.5.2 3 years Process Improvement experience, within the last 5 years for project manager(s)
- ☒ Yes Paragraph 1.5.3 Detailed process improvement methodologies included
- ☒ Yes Paragraph 1.5.4 3 Process Improvement references, within the last 3 years, included in Exhibit 6
- ☒ Yes Paragraph 1.5.5 3 examples of performance metrics/benchmarks included

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

Corporation's Name:

Matrix Consulting Group

Address:

721 Colorado Avenue, Suite 101

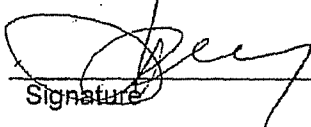
Palo Alto, CA 94303

Telephone Number: 650-858-0507

Fax number: 650-858-0509

E-mail Address: rbrady@matrixcg.net

On behalf of Matrix Consulting Group (Proposer's name), I Richard Brady (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.



Signature


President

Title

2/12/10

Date


Internal Revenue Service
Employer Identification Number


California Business License Number

11511801

County WebVen Number

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MATRIX CONSULTING GROUP, LTD

FILE NUMBER: C2485394
FORMATION DATE: 01/01/2003
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to exercise
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of April 13, 2009.

Debra Bowen

DEBRA BOWEN
Secretary of State



Annual Filing Division Statement of Information Officers List

Office Use Only

A2109



Matrix Consulting Group, Ltd
721 Colorado Ave Ste 101
Palo Alto CA 94303-3973

Corporation Number: C248539

Payment: \$195.00

Due Date: 09/25/2009



Avoid Penalties, Fines and Suspension

Every domestic stock and agricultural cooperative corporation shall file a Statement of Information with the California Secretary of State within 90 days after filing of its original Articles of Incorporation and annually thereafter during the applicable filing period. A corporation is required to file a Statement of Information even though it may not be actively engaged in business at the time this statement is due. Failure to file the Statement of Information by its due date may result in the assessment of a \$250.00 penalty which will be assessed by the California Franchise Tax Board. (California Corporations Code section 2204; Revenue and Taxation Code section 19141)

Clearly complete this form to avoid errors and delay

ENTITY INFORMATION (P.O. Box not allowed; must be CA Address) AGENT INFORMATION (P.O. Box not allowed; must be CA Address)

BUSINESS ADDRESS: 721 Colorado Ave #101 AGENT FULL NAME: RICHARD P. BRADY

CITY, STATE AND ZIP CODE: Palo Alto CA 94303 ADDRESS: 195 HEATHER LN.

PHONE: 650-858-0507 FAX: 650-888-0509 CITY AND ZIP CODE IN CA ONLY: Palo Alto, CA 94303

DESCRIBE THE TYPE OF BUSINESS: MANAGEMENT CONSULTING

OFFICERS INFORMATION (Must name all Officers)

	NAME	ADDRESS	CITY AND STATE	ZIP CODE
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PRESIDENT:	RICHARD P. BRADY	195 HEATHER LN.	PALO ALTO CA	94303
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SECRETARY:	TRAVIS R. MILLER	18 CUTLER RD	ANDOVER MA	01810
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TREASURER:	RICHARD P. BRADY	195 HEATHER LN	PALO ALTO CA	94303
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DIRECTORS OF INFORMATION (Must name at least one Director)

	NAME	ADDRESS	CITY AND STATE	ZIP CODE
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DIRECTOR 1:	RICHARD P. BRADY	195 HEATHER LN	PALO ALTO CA	94303
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DIRECTOR 2:

DIRECTOR 3:

BUSINESS DESCRIPTION

Failure to comply with the necessary filing will cause the entity to be assessed penalties, fines and **SUSPENSION**. Should the entity become **SUSPENDED**, you will not have the right to conduct business and your entity name could be taken. CA B&P CODE SEC 17533.6. THIS PRODUCT OR SERVICE HAS NOT BEEN APPROVED OR ENDORSED BY ANY GOVERNMENT AGENCY, AND THIS OFFER IS NOT BEING MADE BY AN AGENCY OF THE GOVERNMENT. The referenced government agency may be contacted at California Secretary of State, P.O. Box 944230 Sacramento, CA 94244. In submitting this form you give Authorization to Annual Filing Division to file your statement of information on your behalf. Losing your Corporate Existence will have many negative ramifications.

Make check Payable to: Annual Filing Division

I, (we) certify that the above is true and correct.

RICHARD P. BRADY

Print Member / Manager Name

PR6510001

Member / Manager Signature

A.2: PROPOSER'S REFERENCES

PROSPECTIVE CONTRACTOR REFERENCES**(Duplicate this form and submit at least three references)**

Submit reference forms for at least three clients which services were performed within the last three year, one being a public entity, for which your firm provided(s) services to those set forth in this RFSQ. References may be verified at the sole discretion of the County.

PROPOSER FIRM	
Matrix Consulting Group	
NAME AND ADDRESS OF COMPANY TO PROVIDE REFERENCE	
City Hall, 456 W. Olive Avenue, Sunnyvale, CA 94086	
CONTACT PERSON/TITLE	PHONE/EMAIL ADDRESS
[REDACTED] City Manager	[REDACTED]

Types of Services Provided: (Please list the Process Improvement services provided to the above reference. Also, indicate the scope of the project, the outcomes *including quantifiable cost reductions, productivity increases, and/or service enhancements*, and timeframes in which work was completed. Use additional sheets if necessary. References should clearly relate to the services Proposer would provide in response to this RFSQ.)

Description of Services and Outcomes:	Project dates:
The Matrix Consulting Group conducted a Citywide Efficiency, Effectiveness, and Optimum Staffing Study on a serial basis since 2005 (Public Safety in 2005, Public Works in 2006, Finance in 2007 and remaining departments during 2009). The projects involved a comprehensive performance assessment of organizational structure, processes and operations, and management to delivery high quality services to the public in the most efficient and effective way possible. The outcomes included staffing re-allocations, streamlined administrative processes, scheduling changes to enhance personnel utilization, etc.	2005 to 2009
Quantify results to include cost reductions, productivity increases, and/or service enhancements:	
The Public Safety study analyzed opportunities to reduce field patrol costs by changing an inefficient 11.5 hour schedule to a 12 hour one (savings of \$1.1 M per year while maintaining existing service levels). The Public Works study identified \$1 M in net cost savings mainly through changes in crew sizes and PM intervals. The Finance study recommended changes in the City's budget and performance management system. The study just completed examined Community Development (push more permits to the counter from the Planning Commission; consolidate development functions); Community Services (reduction in parks managers); Human Resources (reduction of staff from 21 to 14 while making staff more responsive); Information Technology (more off the shelf applications) and Library (reduction in management). In this final study, over \$750,000 in savings have been identified.	

PROSPECTIVE CONTRACTOR REFERENCES

(Duplicate this form and submit at least three references)

Submit reference forms for at least three clients which services were performed within the last three year, one being a public entity, for which your firm provided(s) services to those set forth in this RFSQ. References may be verified at the sole discretion of the County.

PROPOSER FIRM	
Matrix Consulting Group	
NAME AND ADDRESS OF COMPANY TO PROVIDE REFERENCE	
Administrative Services, 141 N. Glendale Ave, Room 346, Glendale, CA 91206	
CONTACT PERSON/TITLE	PHONE/EMAIL ADDRESS
██████████ Internal Auditor	██████████

Types of Services Provided: (Please list the Process Improvement services provided to the above reference. Also, indicate the scope of the project, the outcomes ***including quantifiable cost reductions, productivity increases, and/or service enhancements***, and timeframes in which work was completed. Use additional sheets if necessary. References should clearly relate to the services Proposer would provide in response to this RFSQ.)

Description of Services and Outcomes:	Project dates:
In this assignment the project team analyzed processes and staffing issues relating to all development functions in the City designed to identify opportunities to improve processing times. The project has recommended changes to the staffing of development functions, information and management systems supporting development services and performance metrics developed through the 'best practices' assessment.	2007
Quantify results to include cost reductions, productivity increases, and/or service enhancements:	
<p>The most important policy that should be addressed by the City Council, from the project team's perspective, is the streamlining of the land entitlement process. In particular, the delegation of authority to staff for approval / disapproval of design review applications for single-family additions is a critical need. The report concluded that building and safety divisions have increasingly turned to information technology as a tool to make their services more efficient and effective.</p> <p>The application of information technology to enhance the efficiency and effectiveness of their services includes online permit processing, electronic plan submittal, plan tracking and review, licensing and the scheduling of field inspections. The report concludes that, in some cases, information technology has enabled the building and safety divisions to cut in half the amount of time it takes for government and the private sector to complete a regulatory process.</p> <p>A number of recommendations within the report propose that the City clarify accountability in the City's organization for managing the land entitlement and the building permit processes. The Division should redesign and reengineer the way staff is utilized to deliver building permit services, including expanding the extent of combination inspectors and inspections, and requiring Customer Service Representatives to possess the International Code Council Certification.</p>	

PROSPECTIVE CONTRACTOR REFERENCES

(Duplicate this form and submit at least three references)

Submit reference forms for at least three clients which services were performed within the last three year, one being a public entity, for which your firm provided(s) services to those set forth in this RFSQ. References may be verified at the sole discretion of the County.

PROPOSER FIRM	
Matrix Consulting Group	
NAME AND ADDRESS OF COMPANY TO PROVIDE REFERENCE	
Finance Department, 808 W Spokane Falls Blvd, Spokane, WA 99201	
CONTACT PERSON/TITLE	PHONE/EMAIL ADDRESS
██████████ Finance Director	██████████

Types of Services Provided: (Please list the Process Improvement services provided to the above reference. Also, indicate the scope of the project, the outcomes *including quantifiable cost reductions, productivity increases, and/or service enhancements*, and timeframes in which work was completed. Use additional sheets if necessary. References should clearly relate to the services Proposer would provide in response to this RFSQ.)

Description of Services and Outcomes:	Project dates:
Matrix Consulting Group was retained by the City of Spokane to conduct an Organizational, Effectiveness, Efficiency and Turnaround Study for all municipal operations. The study provided an assessment of the efficiency and effectiveness of City operations, identifying strengths and improvement opportunities relating to organization, processes, operations, staffing and management within various departments, including legal services, clerk services, economic development, finance, fire, administration, human resources, parks and recreation, police, library, public works and utilities, and retirement.	2006 to 2007
Quantify results to include cost reductions, productivity increases, and/or service enhancements:	
In this study, the Matrix Consulting Group project team recommended a restructuring of municipal services to better align service delivery to available revenue. Included within the study's key recommendations were the need to control benefits expenditures through collective bargaining, making new development pay for itself, increased cost effectiveness in the Department of Public Works (through reduced crew sizes, in-sourcing and outsourcing, improved productivity), consolidation of services and staff in the Police Department, improved productivity among firefighters when not on calls or training, and streamlining of administrative services functions. In all, net cost savings were approximately \$5 million per year.	

**A.3: PROPOSER'S PENDING LITIGATION AND
JUDGEMENTS**

A.3: PENDING LITIGATION AND JUDGEMENTS

The Matrix Consulting Group and its principals are not currently involved in any pending litigation, and there have been no judgments against the firm or its principals in the past five years.

SECTION B: REQUIRED FORMS

PROCESS IMPROVEMENT SERVICES MASTER AGREEMENT STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the Process Improvement Services Master Agreement.

To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Proposer acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.5 – Minimum Qualifications, and the applicable requirements of Paragraph 2.7.2 – Proposer's Qualifications of this Request for Statement of Qualifications (RFSQ).

PROPOSER NAME	COUNTY OF LOS ANGELES	PROJECT NAME
DATE RECEIVED	TAXPAYER	

1.5 MINIMUM QUALIFICATIONS

<input checked="" type="checkbox"/>	1.5.1 Proposer's firm must have five years' experience, within the last seven years, providing consultant services in the area of Process Improvement, to public and/or private sector agencies with 500 employees or above.
<input checked="" type="checkbox"/>	1.5.2 Proposer's project manager(s) must have three years' experience, within the last five years, leading Process Improvement projects or providing similar services to County or other public entities.
<input checked="" type="checkbox"/>	1.5.3 Proposer must provide a detailed description of the firm's formal Process Improvement methodology, or lacking a firm's formal methodology, a process or approach utilized in a previous engagement with the County or other public entities. A link to the Proposer's or another entity's website will not be accepted as a substitute.
<input checked="" type="checkbox"/>	1.5.4 Proposer must provide at least three references relating to the job performance and scope of work completed within the last three years in the area of Process Improvement in Exhibit 6. One such reference must be from a public entity.
<input checked="" type="checkbox"/>	1.5.5 Proposer must provide at least three examples of performance metrics and/or benchmarks developed or utilized by the Proposer firm to assist County or other public entities in evaluating its performance before and after the Proposer's engagement with that agency.

INSURANCE REQUIREMENTS

(for all proposers)

GENERAL LIABILITY	
General Aggregate: \$2 million	<input checked="" type="checkbox"/>
Products/Completed Operations Aggregate: \$1 million	<input checked="" type="checkbox"/>
Personal and Advertising Injury: \$1 million	<input checked="" type="checkbox"/>
Each Occurrence: \$1 million	<input checked="" type="checkbox"/>
AUTO LIABILITY	
Auto Liability: \$1 million	<input checked="" type="checkbox"/>
WORKERS' COMPENSATION	
Each Accident: \$1 million	<input checked="" type="checkbox"/>
Disease – Policy Limit: \$1 million	<input checked="" type="checkbox"/>
Disease – Each Employee: \$1 million	<input checked="" type="checkbox"/>
PROFESSIONAL LIABILITY	
Aggregate: \$2 million	<input checked="" type="checkbox"/>
Each Occurrence: \$1 million	<input checked="" type="checkbox"/>

REQUIRED FORMS**APPENDIX A**

Exhibit 1: Statement of Qualification Submittal Form	<input checked="" type="checkbox"/>
Exhibit 2: Proposer's Organization Questionnaire/Affidavit	<input checked="" type="checkbox"/>
Exhibit 3: Certification of No Conflict of Interest	<input checked="" type="checkbox"/>
Exhibit 4: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information	<input checked="" type="checkbox"/>
Exhibit 5: Familiarity with the County Lobbyist Ordinance Certification	<input checked="" type="checkbox"/>
Exhibit 6: Prospective Contractor References	<input checked="" type="checkbox"/>
Exhibit 7: Prospective Contractor List of Contracts	<input checked="" type="checkbox"/>
Exhibit 8: Prospective Contractor List of Terminated Contracts	<input checked="" type="checkbox"/>
Exhibit 9: Attestation of Willingness to Consider GAIN/GROW Participants	<input checked="" type="checkbox"/>
Exhibit 10: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input checked="" type="checkbox"/>
Exhibit 11: Certification of Compliance with the County's Defaulted Property Tax Reduction Program	<input checked="" type="checkbox"/>
Exhibit 12: Proposer's Fee Schedule	<input checked="" type="checkbox"/>
PROPOSER SUPPLIED	
Certificate of Good Standing (if Corporation or LLC)	<input checked="" type="checkbox"/>
Statement of Information (if Corporation or LLC)	<input checked="" type="checkbox"/>
Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	<input checked="" type="checkbox"/>
Statement of Pending Litigation	<input checked="" type="checkbox"/>
ACORD Certificate of Insurance	<input checked="" type="checkbox"/>
LA County named additional insured	<input checked="" type="checkbox"/>
All applicable licenses, certificates & proof of registration attached	<input checked="" type="checkbox"/>

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.

I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

PREPARER'S SIGNATURE

DATE

2/12/10

PRINT PREPARER'S NAME

Richard Brady

TITLE

President

ADDRESS

721 Colorado Ave, Ste 101

CITY, STATE

Palo Alto, CA 94303

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Matrix Consulting Group

Proposer Name

Richard Brady, President

Proposer Official Title

Official's Signature

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Matrix Consulting Group

COUNTY VENDOR NUMBER: 11511801

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County.

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

Business Structure	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> X Corporation	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Franchise	
	<input type="checkbox"/> Other (Please Specify) _____					
Total Number of Employees (including owners):	15					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate/Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American		1				
Hispanic/Latino	1					
Asian or Pacific Islander						
American Indian						
Filipino						
White	6	1	4			2

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

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	0%	1%	0%	0%	0%	96%
Women	1.5%	0%	0%	0%	0%	1.5%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS

ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

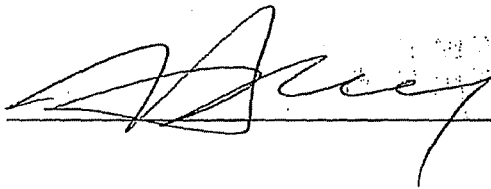
Print Authorized Name Richard Brady	Authorized Signature	Title President	Date 2/12/10
--	----------------------	--------------------	-----------------

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: 2/12/10

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Matrix Consulting Group

List of all entities for which the prospective Contractor has provided Process Improvement services within the last five (5) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Monroe County, Michigan	125 E. 2 nd Street, Monroe, MI 49161	[REDACTED] Purchasing Director	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Organizational, Efficiency and Effectiveness Study	1 year	Organization-wide Study	\$135,000	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Spokane, Washington	80 W. Spokane Falls Blvd, Spokane, WA 99201	[REDACTED] Finance Director	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Organizational, Efficiency and Effectiveness Study	1 year	Organization-wide Study	\$275,000	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Goodyear, Arizona	190 N. Litchfield Rd, Goodyear, AZ 85338	[REDACTED] Mayor's Assistant	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Organizational Study and City Staff Assessment	1 year	Organization-wide Study	\$175,000	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Sunnyvale, California	P.O. Box 3737, Sunnyvale, CA 94088	[REDACTED] City Manager	[REDACTED]	[REDACTED]
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Serial Efficiency, Effectiveness, and Optimum Staffing Studies	1 year	Organization-wide Study	\$410,00	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Monrovia, California	415 S. Ivy Ave, Monrovia, CA 91016	[REDACTED] City Manager	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
City-Wide Organization and Management Study	1 year	Organization-wide Study	\$55,000	

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Matrix Consulting Group

List of all entities for which the prospective Contractor has provided Process Improvement services within the last five (5) years. Use additional sheets if necessary.

6. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Las Vegas Metropolitan Police Department	3141 Sunrise Ave, Las Vegas, NV 89101	[REDACTED] Sheriff	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Organization and Staffing Audit	1 year	Police/Sheriff Study	\$200,000	
7. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Orange County, Florida	400 E. South St, Orlando, FL 32801	[REDACTED] Asst County Executive	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Organization and Staffing Study	1 year	Police/Sheriff Study	\$240,000	
8. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Gwinnett County, Florida	75 Langley Dr, Lawrenceville, FL 30045	[REDACTED] Director Dept of Water Resources	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Analysis of the Development of Services Processes	1 year	Development Services Study	\$155,000	
9. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Salt Lake City, Utah	451 S. State St, Salt Lake City, UT 84111	[REDACTED] IMS Director	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Performance Audit of the IMS Division	1 year	Administrative Services Study	\$65,000	
10. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Charlotte, North Carolina	600 E. 4 th St, Charlotte, NC 28202	[REDACTED] Internal Auditor	[REDACTED]	()
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
Procurement Policy and Compliance Review	1 year	Administrative Services Study	\$80,000	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: Matrix Consulting Group

List all contracts that have been terminated with the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
n/a			()	()
Name or Contract No.		Reason for Termination		
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.		Reason for Termination		
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.		Reason for Termination		
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.		Reason for Termination		
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
			()	()
Name or Contract No.		Reason for Termination		

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants.

☐ YES (subject to verification by County) ☒ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES ☐ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

☒ YES ☐ NO ☐ N/A (Program not available)

Proposer Organization: Matrix Consulting Group

Signature: 

Print Name: Richard Brady

Title: President

Date: 2/12/10

Tel. #: 650-858-0507

Fax #: 650-858-0509

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

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

Company Name: Matrix Consulting Group			
Company Address: 721 Colorado Avenue, Suite 101			
City: Palo Alto	State: CA	Zip Code: 94303	
Telephone Number: 650-858-0507			
Solicitation For Process Improvement Services: Yes			

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

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

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

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

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

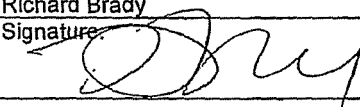
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Richard Brady	President
Signature: 	Date:
	2/12/10

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

Company Name:	Matrix Consulting Group		
Company Address:	721 Colorado Avenue, Suite 101		
City:	Palo Alto	State:	CA Zip Code: 94303
Telephone Number:	650-858-0507	Email address:	rbrady@matrixcg.net
Solicitation For Process Improvement Services:	Yes		

The Proposer/Bidder/Contractor certifies that:

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

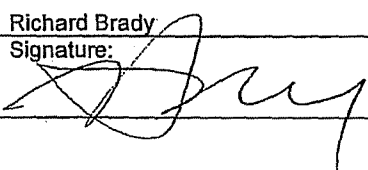
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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

- OR -

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

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

Print Name:	Title:
Richard Brady	President
Signature:	Date:
	2/12/10

PROPOSER'S FEE SCHEDULE

(Attach additional sheets if necessary)

Proposer shall provide its current hourly and/or fixed rate fee schedule for all proposed Process Improvement services your firm provides.

Project Team Member / Title	Hourly Rate
Richard Brady / President	\$225
[REDACTED] / Sr. Vice President	\$200
[REDACTED] / Sr. Vice President	\$200
[REDACTED] / Vice President	\$175
[REDACTED] / Vice President	\$175
[REDACTED] / Vice President	\$175
[REDACTED] / Vice President	\$175
[REDACTED] / Senior Manager	\$150
[REDACTED] / Senior Manager	\$150
[REDACTED] / Senior Manager	\$150
[REDACTED] / Senior Manager	\$150

SECTION C: PROOF OF INSURABILITY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		OP IDEY MATRI-2	DATE (MM/DD/YYYY) 09/25/09
PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose CA 95129 Phone: 408-510-5440 Fax: 408-510-5490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Matrix Consulting Group LTD 721 Colorado Avenue, #101 Palo Alto CA 94303		INSURERS AFFORDING COVERAGE INSURER A: Hartford-Service Center INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	57SBAAT1347	08/08/09	08/08/10	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
		GENERAL AGGREGATE	\$ 4,000,000				
		PRODUCTS - COMP/OP AGG	\$ 4,000,000				
A		AUTOMOBILE LIABILITY	57SBAAT1347	08/08/09	08/08/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57WECVO5142	08/08/09	08/08/10	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				EL DISEASE - POLICY LIMIT	\$ 1,000,000

CERTIFICATE HOLDER Those usual to the Insured's Operations. (County's Name) is named as Additional Insured per the Business Liability Coverage Form SS0008. Waiver of Subrogation applies per form WC000313. *10 days notice of cancellation for non-payment of premium.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP IDEY MATRI-2	DATE (MM/DD/YYYY) 09/25/09
PRODUCER Suhr Risk Services 5300 Stevens Creek Blvd. San Jose CA 95129 Phone: 408-510-5440 Fax: 408-510-5490		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Matrix Consulting Group LTD 721 Colorado Avenue, #101 Palo Alto CA 94303		INSURERS AFFORDING COVERAGE INSURER A: Landmark American Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$	\$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT	\$ \$ \$
A		PROF LIAB	LHR812154	08/08/09	08/08/10	Each/Agg Ded.	\$1M/\$2M \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Verification of Professional Liability.

*10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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EXHIBIT H
PROCESS IMPROVEMENT SERVICES
MANAGEMENT CONSULTANT MASTER AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND MATRIC CONSULTING GROUP, INC.
AGREEMENT NUMBER C- 172748

EXHIBIT H



**MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
AND
MATRIX CONSULTING GROUP
FOR
PROCESS IMPROVEMENT SERVICES**

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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
AND
MATRIX CONSULTING GROUP
FOR
PROCESS IMPROVEMENT SERVICES**

This Master Agreement and Exhibits made and entered into this 3rd day of September, 2010 by and between the County of Los Angeles, hereinafter referred to as County and Matrix Consulting Group, hereinafter referred to as Contractor, to provide County with Process Improvement services.

RECITALS

WHEREAS, the County may contract with private businesses for Process Improvement services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Process Improvement services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Chief Executive Officer or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Exhibits:

- 1.1 EXHIBIT A - Scope of Services
- 1.2 EXHIBIT B - Fee Schedule
- 1.3 EXHIBIT C - Request for Service (RFS) and Work Order Process
- 1.4 EXHIBIT D - Work Order Form Template
- 1.5 EXHIBIT E - Contractor's EEO Certification
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Safely Surrendered Baby Law
- 1.8 EXHIBIT H - Contractor's Acknowledgement & Confidentiality Agreement
- 1.9 EXHIBIT I - Contractor's Obligations As a Business Associate Under the Health Insurance Portability Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (Business Associate Agreement)

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 **Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Chief Executive Office (CEO) and are valid and in effect at the time of a given Work Order award.
- 2.2 **Contractor's Project Manager:** The individual designated by the Contractor to administer the individual Work Order operations after the Work Order award.

- 2.3 Contractor's Authorized Official:** The individual designated by the Contractor with authority to execute documents under this Master Agreement on behalf of Contractor.
- 2.4 County's Project Director:** Person designated by County's Chief Executive Officer with authority to approve all Work Order solicitations and executions.
- 2.5 County's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Department Project Manager:** Person responsible for coordinating and monitoring the work performed under the specific Work Order.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders and Purchase Orders.
- 2.10 Process Improvement services:** As determined by County, professional services to be performed by Contractor to streamline County's operations, reduce or eliminate redundant processes, improve efficiency, or enhance the County's service deliveries to its constituents.
- 2.11 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the CEO.
- 2.12 Request For Service (RFS):** A solicitation issued by County to Master Agreement Qualified Vendors, which may result in the award of a Work Order and corresponding Purchase Order.
- 2.13 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.14 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.15 Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific RFS.
- 2.16 Purchase Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the

performance of tasks and/or provision of deliverables as described in a specific Work Order.

- 2.17 Work Order:** A written description of tasks and/or deliverables as agreed by both County and the selected Contractor as a result of the RFS process. Each Work Order shall result from RFS bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the RFS, County shall select the lowest cost, qualified bid responding to the requirements of the proposed RFS. No work shall be performed by Contractors except in accordance with the valid bid, executed Work Order, and corresponding executed Purchase Order.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Associated services that will be solicited under this Master Agreement would include process improvements, change management and other administrative best practices to increase efficiencies and/or reduce operating costs, including but not limited to Scope of Services identified in Exhibit A. This Master Agreement would not be used as a vehicle for County departments to solicit, or for contractors to propose or to recommend, any specific information technology product or solution.
- 3.3** Each Purchase Order shall include a fully executed Work Order, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a time and materials or fixed price basis, subject to the Total Maximum Amount specified on each individual Work Order.
- 3.4** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.5** County procedures for issuing and executing Work Orders are as set forth in Exhibit C. Upon determination by County to desire contractor work, County shall issue an RFS containing a Statement of Work to a minimum of three Master Agreement Qualified Contractors. Each interested Qualified Contractor contacted shall submit a response to the County address indicated in the RFS and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid

within the specified timeframe may disqualify Contractor for that particular solicitation.

- 3.6 Upon completion of evaluations, County shall execute the Work Order with the lowest cost Qualified Contractor unless the RFS solicitation specifies bid evaluation criteria other than lowest cost. The corresponding Purchase Order shall then be executed by the Internal Services Department staff. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.7 County estimates that selection of any Contractor shall occur within ten (10) business days of completion of the evaluations of the particular RFS bids. Following selection, all Contractors selected must be available to meet with County on the effective date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.8 In the event Contractor defaults two times under sub-paragraph 3.7 within any 12-month period, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.
- 3.9 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Work Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the Work Order.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by the Chief Executive Officer or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2017 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Notwithstanding any other provisions of this Paragraph 4.0, any Work Order issued hereunder prior to the expiration date of this Master Agreement which has a Work Order expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the Work Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such Work Order and shall not extend such date for any other

purpose whatsoever, including issuing new Work Orders and/or extending any other Work Order(s).

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Chief Executive Office by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should 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 Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed on a time and materials basis or (2) by deliverable, if performed on a fixed price per deliverable basis.

- 5.4.2 Payment for all work shall be on either a time and materials basis or a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc., unless specifically stated and agreed by County in the individual Work Order.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Department Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work. The County's Department Project Manager shall then forward such invoice to County's Internal Services Department for payment processing.
- 5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.6 **Invoice Content**
- The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Time and Materials Work Order:

Each invoice submitted by Contractor shall specify:

- Work Order and Purchase Order numbers;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- Work Order and Purchase Order numbers;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned

to the deliverable(s), and the individual amount being billed for each deliverable; and

- The total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program

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 MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

The County's Project Director is the approving authority for individual Work Order resulting from a valid RFS as determined by County. The County's Project Director also has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the CEO and Contractor. The County's Project Director is Martin K. Zimmerman or his designee.

6.2 DEPARTMENT PROJECT MANAGER

A Department Project Manager will be assigned for each Work Order by County's Project Director and is designated in Exhibit D.

6.2.1 The responsibilities of the Department Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order, and for ensuring that this Work Order's Business Objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.2 County's Department Project Managers are not authorized to make any changes in the executed Work Order's labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.3 COUNTY'S PROJECT MANAGER

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager shall coordinate the issuance of Purchase Orders with the County's Internal Services Department and any Amendments thereto, and generally be the first person for Contractor to contact with any Master Agreement questions. The County's Project Manager is Kary L. Golden.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 Contractor shall designate a Contractor's Project Manager for each Work Order issued under this Agreement. 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 Contractor's Project Manager shall be responsible for Contractor's day-to-day Work Order activities as related to this Master Agreement and shall coordinate with County's Department Project Manager on a regular basis with respect to all active Work Orders.

7.2 CONTRACTOR'S AUTHORIZED OFFICIAL

7.2.1 Contractor's Authorized Official shall be the following person who shall be a full-time employee of Contractor:

Richard Brady, President
Matrix Consulting Group
721 Colorado Avenue, Suite 101
Palo Alto, CA 94303
E-mail address: rbrady@matrixcg.net

7.2.2 Contractor shall promptly notify County in writing of any change in the name or address of Contractor's Authorized Official.

- 7.2.3 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.
- 7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge, if requested by County, before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge issued by County if applicable, to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge if applicable, to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement 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 Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. 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.

7.5.2 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 Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.3 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.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

7.6.1. 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.

7.6.2 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 this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 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 make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 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 Master Agreement during the term of this Master Agreement. 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 orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or

delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, 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 Master Agreement 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 Master Agreement, such disposition is an assignment requiring an Amendment in accordance with all applicable provisions of this Master Agreement, including the need for an Amendment.

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 Master Agreement which may result in the termination of this Master Agreement. 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLIANCE WITH APPLICABLE LAW

8.4.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

- 8.4.2 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 8.4 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.

8.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit E - Contractor's EEO Certification.

8.6 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.6.1 Jury Service Program: This Master Agreement 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 F and incorporated by reference into and made part of this Master Agreement.

8.6.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 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 Contractor uses any subcontractor to perform services for the County under the Master Agreement, 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 Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.7 CONFLICT OF INTEREST

- 8.7.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, 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 Master Agreement. 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.
- 8.7.2 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 Master Agreement. 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 8.7 shall be a material breach of this Master Agreement.

8.8 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 Master Agreement 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 Master Agreement.

8.9 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.10 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.10.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.10.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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.

8.10.3 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.

8.10.4 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.

8.10.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.11 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.

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

8.12.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Work Order or Master Agreement 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.

8.12.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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).

8.13 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the 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 the County and its taxpayers.

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

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement 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 Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.15.2 If 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 Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 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 Master Agreement 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.

8.16.2 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 Master Agreement.

8.17 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 Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 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.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, 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").

8.19.2 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.

8.19.3 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.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement 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 Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement 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.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement 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.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement 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 Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Master Agreement. 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 Master Agreement. 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 Master Agreement.

8.23.1 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 Master Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Master Agreement. 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:

Kary L. Golden
Master Agreement Program Administrator
Office of Strategic Initiatives, Special Projects
Chief Executive Office
500 West Temple Street, Room 750
Los Angeles, CA 90012
E-mail address: kgolden@ceo.lacounty.gov

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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 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.

8.23.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days

prior notice may be given to County in event of cancellation for non-payment of premium.

8.23.4 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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.23.5 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.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, 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.

8.23.7 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 Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 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.

8.23.9 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.

8.23.10 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

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

8.23.12 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.

8.23.13 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.

8.23.14 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.

8.24 INSURANCE COVERAGE

8.24.1 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

8.24.2 **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 Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **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.

8.24.4 **Professional Liability/Errors and Omissions (Optional)**

Insurance covering Contractor's liability arising from or related to this Master Agreement, 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.

Professional Liability/Errors and Omissions insurance is only required if it is specifically stated as a condition to respond to an individual RFS,

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Chief Executive Officer, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, 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 Chief Executive Officer, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Chief Executive Officer determines that there are deficiencies in the performance of this Master Agreement that the Chief Executive Officer or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer 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 Chief Executive Officer may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, 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.

8.25.3 The action noted in sub-paragraph 8.25.2 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 Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.26.1 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.

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

8.26.3 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.

8.26.4 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.

8.26.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.26.6 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 8.26 when so requested by the County.

8.26.7 If the County finds that any provisions of this sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices 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 Master Agreement.

8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, 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 Master Agreement.

8.27 NON EXCLUSIVITY

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

8.28 NOTICE OF DELAYS

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

8.29 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 Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Executive Officer or designee shall resolve it.

8.30 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.

8.31 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 County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICES

8.32.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to:

Kary L. Golden
Master Agreement Program Administrator
Office of Strategic Initiatives, Special Projects
Chief Executive Office
500 West Temple Street, Room 750
Los Angeles, CA 90012
E-mail address: kgolden@ceo.lacounty.gov

The notices and envelopes containing same to Contractor shall be addressed to:

Richard Brady, President
Matrix Consulting Group
721 Colorado Avenue, Suite 101
Palo Alto, CA 94303
E-mail address: rbrady@matrixcg.net

8.32.2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement 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.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, 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.

- 8.34.2 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 an SOQ 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.

8.35 PUBLICITY

- 8.35.1 The Contractor shall not disclose any details in connection with this Master Agreement 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 Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, 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.

- 8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement 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 Master Agreement. 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 Master Agreement. 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 Master Agreement 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.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement 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 Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, 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 Master Agreement 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37 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 Master Agreement.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written 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 Master Agreement.

8.38.2 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.

8.38.3 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 Contractor employees.

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

8.38.5 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 Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.38.6 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.

8.38.7 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.

8.38.8 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:

Kary L. Golden
Master Agreement Program Administrator
Office of Strategic Initiatives, Special Projects
Chief Executive Office
500 West Temple Street, Room 750
Los Angeles, CA 90012
E-mail address: kgolden@ceo.lacounty.gov

before any subcontractor employee may perform any work hereunder.

8.39 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 8.12 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 Contractor's Warranty of Adherence to County's Defaulted Property Tax Program, shall constitute default under this Master Agreement. Without limiting the

rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, 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 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.

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.36, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement 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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, 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 Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 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 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. 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.

8.43.2 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.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Master Agreement 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.

8.44.2 The rights and remedies of the County provided in this subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 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 Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement 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.

8.47 VALIDITY

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

Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement 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 Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement 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.

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

9.0 UNIQUE TERMS AND CONDITIONS

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

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

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the 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 Local Small Business Enterprise.

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 Local Small Business Enterprise.

9.2.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

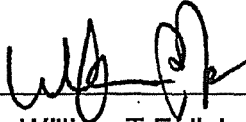
1. Pay to the County any difference between the Work Order amount and what the County's costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

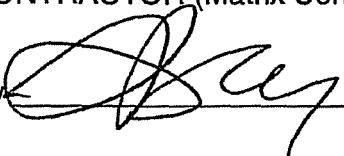
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Chief Executive Officer or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this 3rd day of September, 2010.

COUNTY OF LOS ANGELES

By 
William T Fujioka
Chief Executive Officer

CONTRACTOR (Matrix Consulting Group)

By 

Print Name ALEXANDER RABY

Title: PRESIDENT

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By 
Deputy County Counsel

**PROCESS IMPROVEMENT SERVICES
MASTER AGREEMENT**

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AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND
CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT)**

Scope of Services

To assist in developing, supporting and managing efforts by COUNTY departments to develop process improvement services, within CONTRACTOR's range of expertise. Contractor shall perform services under this Agreement only after they have been directed to do so by a written Work Order (Exhibit D) that is signed by the COUNTY.

CONTRACTOR's process improvement methodology, along with a sample work approach for process improvement, are set forth in Attachment A -1 to this Exhibit A.

The Matrix Consulting Group utilizes a standard approach in identifying process, organizational, operational, management, and staffing improvement opportunities in local government organizations. The primary tasks of the approach include:

Conduct key personnel interviews to identify trends and challenges which impact the process, operational, organizational, and management needs;

Develop a current understanding of the operations, organization, and management of a particular process;

Obtain stakeholder input from respective staff and customers of the process;

Conduct "benchmark" or "Best Management Practices" studies of the current operations and service levels in the context of efficiency and effectiveness;

Analyze the operational and staffing needs of the process or function;

Evaluate organizational structure and management staffing levels;

Identify modifications needed in process, operations, organization, management, and staffing resources;

Develop process improvement recommendations and implementation/training plans; and

Implement performance metrics to measure success and adjust processes, if necessary.

The following pages provide the County of Los Angeles with a sample work approach in order to conduct a Process Improvement project.

SAMPLE WORK APPROACH FOR PROCESS IMPROVEMENT

Task 1 Conduct Initial Interviews to Identify Trends and Plans Which Impact Processes, Operations, Organization, and Management

To realistically evaluate processes, it is important that the project team develop a sense of where the County of Los Angeles is going; which key issues impact and shape service requirements; community composition and service constituencies; and service delivery philosophies. To develop this perspective, we would conduct a series of initial interviews with top County and departmental management to identify key factors impacting processes and operations. Specific issues would include the following:

Basic service delivery goals and objectives of County management and elected officials in relevant operating and service areas of the County such as law enforcement response times, responsiveness to citizen complaints about infrastructure repairs, recreational programming, development management, staffing needs and response targets for emergency communications, financial controls, human resources needs, etc.
Identification of key problems impacting service needs to which Los Angeles County must respond. This would include exploring such areas as infrastructure and capital renewal; and the scope and responsiveness of community services programming.
Attitudes toward existing service levels with specific focus on areas of common or high priority concern to interviewees.
Short term issues which need to be addressed, including the likelihood of continued financial impacts.
Review of prior organizational changes in structures and operations and the impact those have had on service delivery.

Task 2 Develop an Understanding of the Process, Operations, Organization and Management of Functions in the County Functions Being Studied.

It is important that the project team understand, in detail, how the process and operation is staffed, organized, and managed. Additionally, it is important that the project team understand basic service delivery targets; current service levels, and where there may be overlaps and gaps. To develop this understanding, we will accomplish the following work steps – among others:

Conduct individual interviews with the appropriate managers (e.g., division heads), employees and employee representatives. During these interviews, we would focus heavily on understanding the existing plans of organization as well as key organizational issues facing each department, function, and / or process.
Develop descriptions of the staffing and responsibilities for staff in each process or function.
Document workloads and service levels for processes and functions – response time targets for emergency communications, frequency of road resurfacing, traffic controller maintenance, records maintained by County Clerk, vehicles maintained, recruitments, number of sheriff calls for service, etc.

Review the major equipment and capital items provided to support service delivery – such as, inventory of vehicles and equipment assigned to each department as well as the utilization of these items (e.g., mileage).
Develop an understanding of key performance indicators for each department, process, or function.
Develop an understanding of the major management systems to plan and schedule, monitor and adjust approaches to providing services.
Document the major software and technology employed throughout the County and develop an understanding of the current levels of utilization.
Review major documents to gain an understanding of the operational practices of the County and to understand the financial and legal constraints the County is operating under. These documents would include the current and recent budgets, policy documents, work rules and personnel manuals, union collective bargaining agreements, job descriptions, regularly generated management reports, available operational statistics, mission statements and any available performance indicators.

Task 3 Stakeholder Input.

It is critical for the project team to develop input regarding current operational and organizational issues from staff and citizens – not just policy makers and management staff. To provide a major avenue for employee input at the outset of the project, we plan to prepare a questionnaire which would be designed to:

Document attitudes toward the types, levels and quality of services provided.
Document attitudes toward the balance of work and staffing.
Elicit attitudes toward organizational elements such as coordination of staff and services, departmental leadership, and the like.
Document perceptions regarding key management issues such as planning and scheduling, internal communications and the like.

Task 4 Conduct "Benchmark" or "Best Management Practices" Studies of Current Operations and Service Levels in the Context of Standards of Efficiency and Effectiveness.

The use of "benchmarking" or "best management practices" analysis is topical in the analysis of public and private sector agencies today. The content and characteristics of its use, however, can mean many things depending on the study team and the needs of the organization. Benchmarking has meant in many studies nothing more than general comparative analysis to arrive at where an organization stood with respect to its competitors or neighbors. In our studies, benchmarking has meant a more structured approach to comparing an organization with the leaders in a given field and to standards of efficiency and effectiveness developed in our work over the past 25 years. As a result, we propose to accomplish the following:

- The project team would develop a detailed list of "best management practices" and "benchmarks" for use in a diagnostic appraisal of each service function. This diagnostic appraisal would be developed to identify those areas in which the County was meeting targeted service delivery objectives or standards of service efficiency or effectiveness.
- We would initially identify a survey instrument for departmental staff to assist us in developing an understanding of current service delivery targets. The project team would use its own data collection activities to verify the data obtained in the instrument. Then, the project team would provide the benchmark standards associated with each service area and identify issues associated with current practices.
- Each service area diagnostic element would consist of the following:
 - A definition of the service level, efficiency or deployment target selected in each functional service area.
 - A description of the current performance of staff providing each service.
 - Identification of those areas in which the current delivery approach, practice or service level met or exceeded the target(s) selected and require no further study.
 - Identification of those areas in which service levels, approaches or practices represented improvement opportunities for the County.
 - A description of the next step(s) which the County should take to further evaluate the identified issues through either internal or consultant study in more detailed efficiency assessments.
- The project team would also develop a comparative analysis of how the County of Los Angeles staffing and key operational practices compares to other counties in the west. We would work with the County staff to develop a list of comparable counties for utilization.

The results of this task would represent a critical review point for the County and the consultant team in completing the Process Improvement Study.

Task 5 Analyze Process, Operations, and Staffing Needs.

In this important work task, opportunities for improving processes, operations and staffing will be analyzed. Detailed opportunities for improving productivity and cost effectiveness need to take into account the following components: (1) the appropriateness of service levels and programs, (2) existing staff utilization and service levels, (3) work methods and procedures impacting staff utilization, (4) work scheduling and planning techniques, (5) opportunities for privatization, and (6) analysis of vehicles and equipment.

This task will include such approaches and methodologies as the following:

Evaluate staff deployment compared to service levels and facility characteristics. This analysis will evaluate staff utilization by using two steps. The first step involves the use of guidelines for staffing that have been developed by the Matrix Consulting Group. The second step involves the compilation of comparative performance and cost indicators.

- In the first step, selected staffing guidelines will be utilized such as the square footage cleaned and maintained by custodial workers, numbers of staff supported by Human Resources personnel, numbers of field inspections completed by property assessors, numbers of building inspections completed by Inspectors, preventive patrol levels, and other workload efficiency measures for all other functions. These guidelines have been previously developed by members of the consulting team in our decades of consulting or by professional associations such as APPA, NAFA, IFMA, etc.
- In the second step, the consulting team will develop and compile comparative indicators to document the level of staffing for sheriff functions, emergency dispatch, treasury and accounting, parks and open space, facility maintenance, public works and fleet maintenance and other functions. This will focus on developing comparative data such as the cost of park maintenance per developed acre, the square footage of buildings per custodial worker, percentage of proactive time for patrol by officers, etc. These indicators, too, will be based on our own databases of indicators and the comparative survey.

Evaluation of the adequacy of major work practices. The analysis will focus on identification of opportunities to streamline work practices to increase utilization levels and/or reduce staffing requirements. Through the analysis of major work practices, the consulting team will determine if:

- Crew sizes of various units are appropriate to the type and volume of work performed.
- Ways exist to reduce travel time and unproductive staff usage.
- Equipment is available to reduce labor-intensive work tasks.
- The frequency of various work tasks now performed is unnecessary or can be reduced.
- Some work tasks can be eliminated.
- Skill mix for positions can be improved.
- Use of part-time staff for maintenance of facilities can be increased, and the extent of utilization of full-time staff reduced to reflect the seasonal nature of work practices and service provided.

Evaluation of work planning and scheduling. Analysis will focus on systems and processes used to plan and control work focusing on:

- Evaluation of the overall maintenance management program employed to support field operations to include maintenance management program employed to support field operations to include maintenance frequencies, maintenance standards, staff assignment to maintenance tasks, and systems and procedures employed to monitor performance of both scheduled and unscheduled maintenance programs.
- Adequacy of supervisory training related to planning and scheduling work.
- Appropriateness of work schedules in place and options for alternative scheduling.
- Availability of materials and supplies to support planning of work and maintenance activities.

Evaluation of the use of contract services to maintain the infrastructure. Analysis will focus on a number of elements including:

- The extent to which contractors are utilized for maintenance of facilities, fleet, parks and trees.
- Estimating the cost of service contracting based on the experience of other cities in Southern California that have implemented service contracts in each maintenance service area analyzed.
- Compare those costs with the cost of in-house services.
- Identify the impact of contracting on service levels and service responsiveness.
- Identify the impact of service contracting on County capabilities to respond to emergency situations including disasters as well as emergency response to unscheduled service problems

Analysis of fleet and equipment utilization. Analyzing utilization levels for vehicles including individual unit mileage and/or hours of operation, and identify opportunities to reduce fleet size.

Analysis of these components will result in the development of detailed recommendations regarding:

- Specific staffing required given acceptable utilization levels.
- Specific positions that can be eliminated or adjusted if reasonable utilization levels are obtained.
- Specific steps that need to be taken to reach reasonable utilization levels include:
 - Specific changes in existing work methods and practices.
 - Adjustments in existing planning and scheduling techniques.
 - Where appropriate, specific steps that could be taken to adjust existing operating systems with positive impact on staff utilization levels and staffing requirements.

Where specific reconfiguration or technical adjustments are recommended, the alternative costs and/or savings will be documented and compared to existing levels as well as to existing staff utilization levels.

Task 6 Evaluate Organizational Structure and Management Staffing Levels for the Respective Process, Function, and / or Department.

The purpose of this task is to evaluate the efficiency and responsiveness of management organization and staffing. A major focus of the task is to determine if management and administrative staffing structures are as "tight" as possible. We evaluate each functional organization and management and administrative staffing plan from the following perspectives:

Is the organization structure too "tiered" or too "flat" from the management staffing perspective?
Are functions placed too high or too low in regard to their importance in meeting operating and service objectives?
Are spans of control too broad or too limited?
Does the current plan of management and administrative organization provide for adequate communication and coordination between and among operating units?
Are there any overlapping or duplicated functions?
Does the plan of organization provide clear lines of authority and responsibility?
Are management and supervisory personnel spending the majority of their time on high priority work and performance responsibilities?
Do management roles and results support the success of the County's mission?

Based on the above, the project team would develop a plan of administrative organization and staffing for each operating department, function, or process. The plan would include identification of specific organizational modifications required and the impact of those modifications on both management staffing levels and costs.

Task 7 Identify Modifications Needed in Major Management Systems.

In this task, the management systems and processes used to plan and control municipal operations will be evaluated. The methodologies utilized for conducting these evaluations will be interviews, review of policy and procedures, and assessment of management reporting systems. The management processes which will receive particular attention by the study would include: goal-setting and monitoring; budget preparation and cost control; long-range program planning; and other management approaches utilized by departmental managers. Analytical attention will be focused on such major management system issues as:

How do managers plan, schedule and control the work to be done in each of the County's organizational units?
Are management systems organized in a manner to effectively communicate missions, goals, and values throughout the organization?
Do managers have accurate and timely measures of the performance of each unit?
Do managers and staff effectively communicate regarding shared resource needs, areas of mutual responsibility, etc.? Do space layouts foster this communication?
How are goals, objectives and service level targets developed?
How productive are management personnel in performing their duties? How is this productivity evaluated?
How is 'customer service' defined, promoted and supported?
How are cross functional management needs identified and prioritized? How are complementary services coordinated?
Do the County Manager and elected officials receive the information that they need to provide an on-going assessment of departmental performance?

When the above analyses are completed, positive features of existing management systems and processes will be documented as well as improvement opportunities which may exist.

Task 8 Prepare a Final Report and Provide Detailed Plans for Implementing Identified Process Improvement Opportunities.

Upon the conclusion of the assessment, we will prepare a detailed report which summarizes the results of each of the previous work tasks described above. This report includes the following:

A detailed evaluation of department and management staffing.
A detailed analysis of the most appropriate allocation of functions within the County, as well as the proposed structure of organization.
Detailed recommendation on process improvement opportunities.
Identification and evaluation of key performance measures including gaps between target and actual process and service levels.
A specific set of implementation plans, including a "degree of difficulty" for each recommendation, covering all recommended improvements consisting of specific implementation work steps; suggested responsibility for implementation; timing and sequencing for the accomplishment of each work step; as well as an "order of magnitude" of cost and/or savings associated with implementation.

The report will include, as requested, an executive summary, a findings and conclusions section, detailed recommendations, and an implementation / training schedule.

Fee Schedule

STAFF	HOURLY RATE
Richard Brady, President	\$225
Gary Goelitz, Sr. Vice President	\$200
Travis Miller, Sr. Vice President	\$200
Nicole Kissam, Vice President	\$175
Alan Pennington, Vice President	\$175
Greg Mathews, Vice President	\$175
Mark Carpenter, Vice President	\$175
Robin Haley, Sr. Manager	\$150
Randy Tan, Sr. Manager	\$150
Susannah Leigh, Sr. Manager	\$150
Joe Bravo, Sr. Manager	\$150

Total maximum fee amounts for a particular project shall be set forth in each departmental Work Order.

**Los Angeles County
Process Improvement Master Agreement
Request for Service (RFS) and Work Order Process**

The following describes the typical process that individual County departments will use in selecting a Master Agreement firm for a given project. This does not preclude a County department from awarding a Work Order and corresponding Purchase Order directly to a specific firm with an existing Master Agreement when it is in the County's best interest, as determined by the County's Chief Executive Office.

A. Request for Services

Individual County departments will determine which Master Agreement firms maybe best qualified to perform a Process Improvement project. The County department will then send an RFS to a minimum of three Master Agreement firm(s). The RFS will be in the form of a Statement of Work which describes the specific project in detail, including the scope, required skills, completion dates, and reporting requirements. Firms will usually be given three to six weeks after the issue date to submit proposals for the project. County reserves the right to reduce the response time to meet its service needs.

Associated services that will be solicited under this Master Agreement would include process improvements, change management and other administrative best practices to increase efficiencies and/or reduce operating costs. This Master Agreement would not be used as a vehicle for County departments to solicit, or for contractors to propose or to recommend, any specific information technology product or solution.

B. Proposal Submission for RFS Projects

In response to the RFS, interested Master Agreement firms will submit proposals to the County department including:

1. A detailed work plan, describing the firm's proposed approach to the project and a full description of the planned methodology to be employed.
2. A timetable for completing the project.
3. Resumes and work experience summaries of the proposed project team, including the project manager, supervisory personnel, and professional staff.
4. A description of the firm's experience and capabilities in the project area.
5. A number of hours and cost for each person on the project team including hourly rates, or proposed cost for each deliverable (fixed price).
6. The total maximum cost to complete the project.
7. Proof of Professional Liability/Errors and Omissions insurance coverage, as stated in Section 8.24.4 of the Master Agreement, if requested in the RFS.

C. Proposal Evaluation and Selection for RFS Projects

Representatives of the County department, and possibly other County departments, will evaluate and score the proposals based on factors that may include:

- Work plan quality
- Response time
- Experience of personnel and the firm
- Project costs

D. Work Order and Purchase Order

If a firm is selected, the County department will create a Work Order package and submit such package in conjunction with the evaluation materials for approval by the Chief Executive Office. The Work Order will include the following sections:

- Work Order Signature Page
- Business Objective and Expected Outcome
- Project Overview
- Project Scope
- Statement of Work including detailed Project Plan, Tasks, Milestones, Deliverables and Acceptance Criteria
- Project Schedule
- Payment Schedule
- Acceptance Form

The Chief Executive Office will execute Work Order and a corresponding Purchase Order will be issued by County's Internal Services Department. Any additional services shall require prior written approval and an amendment to the Work Order and the corresponding Purchase Order.

E. Invoicing and Payment

Contractor shall submit invoices to the County department for payment in accordance with the Work Order's Payment Schedule and applicable Acceptance Criteria. The Contractor shall be compensated in arrears and in accordance with the approved Work Order and the corresponding Purchase Order, upon completion and acceptance of the work by the County department.

F. Fee Schedule

The fee is based upon fair and reasonable fees negotiated between the Contractor and the County department and set forth in the Work Order and corresponding Purchase Order.

G. Schedule

Services shall be performed with due diligence and in a timely manner. All work shall be performed and submitted to the County department in accordance with the approved Work Order and corresponding Purchase Order.

**Los Angeles County
Process Improvement Master Agreement
Work Order Form Template**

Project Title _____

Department _____

RFS No. _____ Work Order No. _____

Effective Date _____ Purchase Order No. _____

Expiration Date _____ Total Maximum Amount _____

Invoice shall be sent to the following County address:

Name
Division
Department Name
Address
City, Zip

I. SIGNATURES

Contractor's Project Manager _____ DATE

Contractor's Authorized
Official _____ DATE

Department Project Manager _____ DATE

County's Project Manager _____ DATE

County's Master Agreement
Project Director _____ DATE

County's Project Director _____ DATE

II. BUSINESS OBJECTIVE and EXPECTED OUTCOME
III. PROJECT OVERVIEW
IV. PROJECT SCOPE
V. STATEMENT OF WORK <i>(including detailed Project Plan, Tasks, Milestones, Deliverables, and Acceptance Criteria)</i>
<i>(see attachment XX)</i>
VI. PROJECT SCHEDULE
VII. PAYMENT SCHEDULE

**Los Angeles County
Process Improvement Master Agreement
Work Order Deliverable Acceptance Form (Optional)**

Project Title _____

Department _____

Work Order No. _____ Effective Date _____

Purchase Order No. _____

DELIVERABLE DESCRIPTION
ACCEPTANCE CRITERIA

SIGNATURES

Contractor's Project Manager _____ DATE _____

Department Project Manager _____ DATE _____

CONTRACTOR'S EEO CERTIFICATION

Matrix Consulting Group

Company Name

721 Colorado Avenue, Suite 101, Palo Alto, CA 94303

Address

05-0545979

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 CERTIFICATION

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | <input checked="" type="checkbox"/> | <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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Richard Brady, President

Authorized Official's Printed Name and Title


Authorized Official's Signature

8-10-10

Date

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2:203.010 through 2:203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

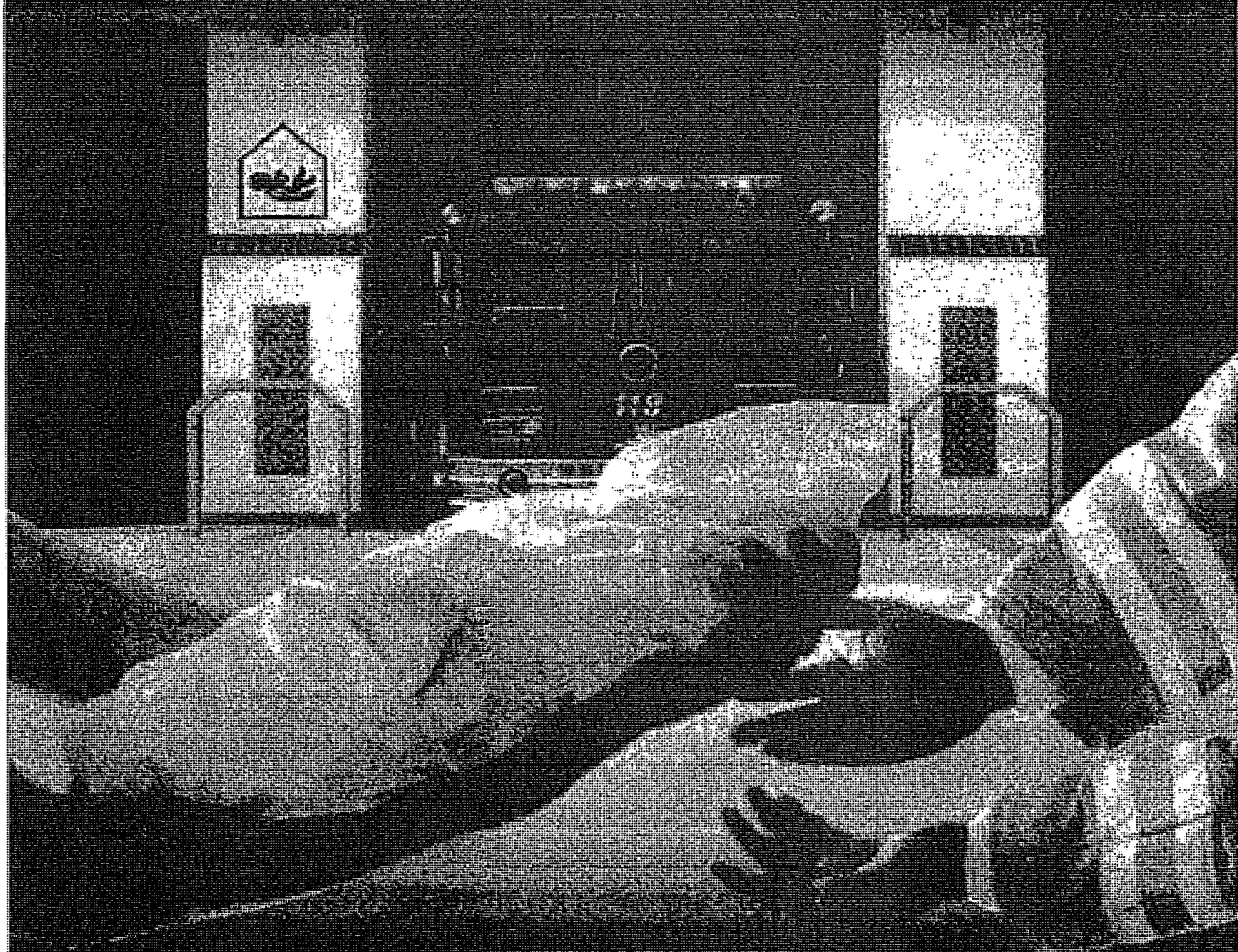
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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



No shame. No blame. No names.

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

www.babyanfela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows parents to safely surrender their baby within three days 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.

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?

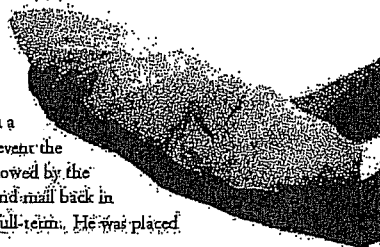
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

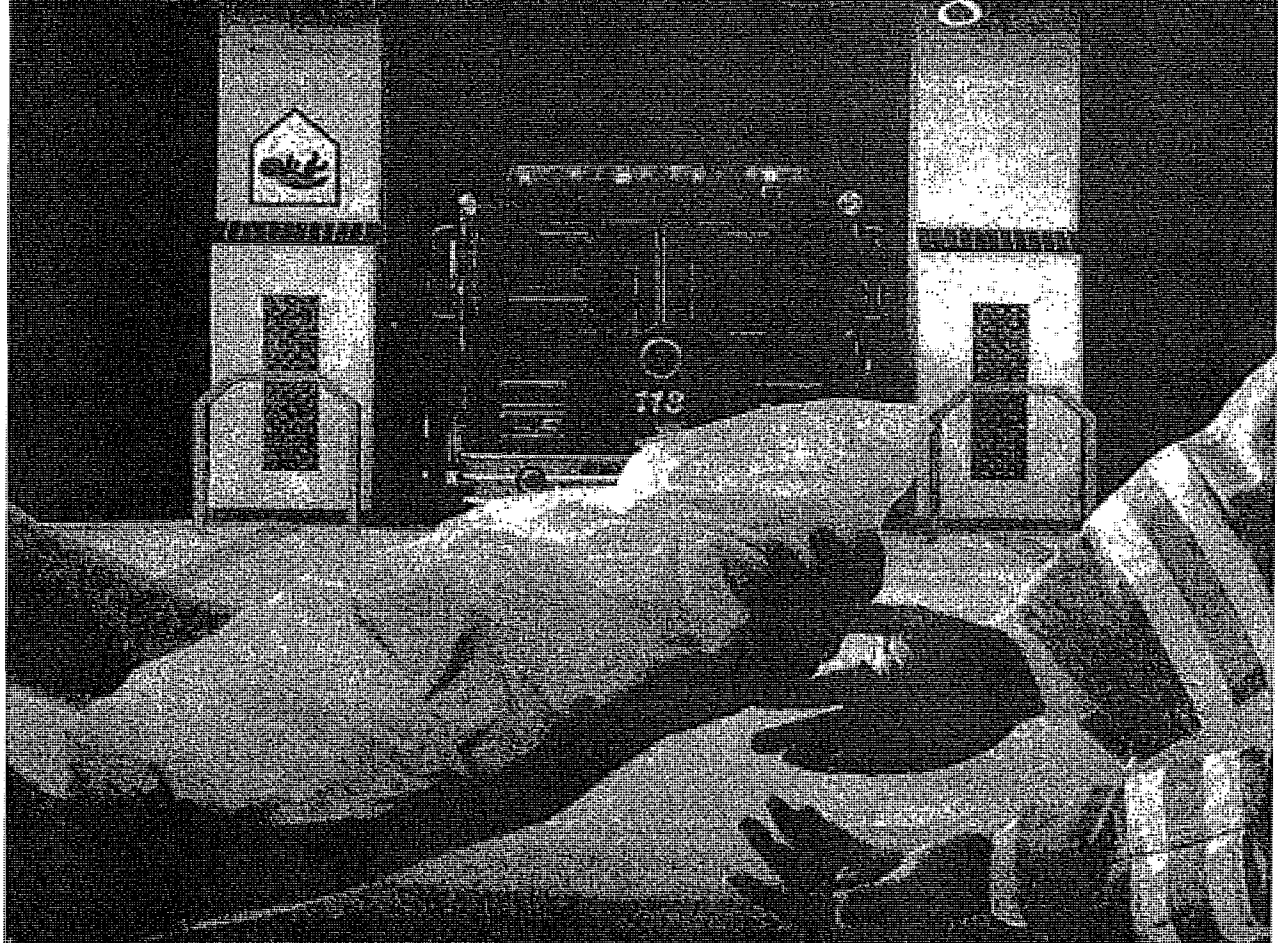
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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 Angeles.*

Sin pena. Sin culpa. Sin nombres.

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

www.babysafe.org



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

www.babysafeja.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 permite a una madre o padre entregar a su recién nacido a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

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

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Purchase Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

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

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

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

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

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media.

Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

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

- (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

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

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

- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

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

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

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

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

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

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
 - (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
 - (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
 - (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

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

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

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

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

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

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

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

Effective: 2/17/10