

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746

Tel (562) 908-8400 • Fax (562) 908-0459



BRYCE YOKOMIZO
Director

LISA NUÑEZ
Chief Deputy



Board of Supervisors

GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

March 6, 2007

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

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS
FOR ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES
FROM PDQ PERSONNEL SERVICES, INC.
TO KOOSHAREM CORPORATION DBA SELECTREMEDY
(ALL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the assignment of rights and delegation of duties of PDQ Personnel Services, Inc. (PDQ) to Koosharem Corporation dba SelectRemedy (SelectRemedy) under the following existing Agreements, effective the date of Board approval through the remainder of the existing contract periods, including:
a) Agreement Number 74793, effective April 1, 2004 through March 31, 2007, for Statewide Fingerprint Imaging System (SFIS) Terminal Operator Services (SFIS Agreement), and b) Agreement Number 75310, effective July 1, 2005 through June 30, 2008, for Temporary Secretarial/Clerical Support Services (Temp Sec Agreement).
2. Instruct the Chairman to sign the attached Amendment Number One to the SFIS Agreement and Amendment Number One to the Temp Sec Agreement.

"To Enrich Lives Through Effective And Caring Service"

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommendations is to obtain Board approval to the assignment of rights and delegation of duties of the SFIS and Temp Sec Agreements from PDQ to SelectRemedy.

PDQ and SelectRemedy have jointly indicated that they are seeking this assignment of rights and delegation of duties to provide the continuum of specialized staffing services. SelectRemedy acquired the assets and liabilities of PDQ on November 27, 2006 and has retained the PDQ Contract Management team for DPSS contracts. In addition, to avoid a disruption in services, all PDQ employees currently assigned to the SFIS and Temp Sec contracts have been transferred to SelectRemedy's payroll.

SelectRemedy provided written commitment of its willingness to meet the full range of terms and conditions stipulated in County's Agreements.

The Department has reviewed and evaluated the corporate documents submitted by SelectRemedy and other data, and believes that SelectRemedy can effectively provide the services and assume the duties set forth in the Agreements.

Approval of the assignment of rights and delegation of duties from PDQ to SelectRemedy will ensure the continuum of SFIS Terminal Operator Services and Temporary Secretarial/Clerical Support Services.

On January 30, 2007, your Board approved a similar recommendation by Child Support Services Department, the Public Defender, and the District Attorney to approve the assignment of rights and delegation of duties from PDQ to SelectRemedy as a result of the acquisition.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal #1 (Service Excellence), Goal #3 (Organizational Effectiveness), and Goal #5 (Children and Families Well-Being).

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with these Amendments. Funding has already been included in the FY 2006-07 Adopted Budget for the SFIS and Temp Sec services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PDQ has two current agreements with DPSS. The SFIS Agreement, a Prop A contract approved by your Board on March 30, 2004, provides SFIS Terminal Operator Services effective April 1, 2004 through March 31, 2007. The Temp Sec Agreement, approved

by your Board on June 7, 2005, provides Temporary Secretarial/Clerical Services effective July 1, 2005 through June 30, 2008.

In a letter dated October 26, 2006, PDQ notified DPSS of a pending merger with SelectRemedy and requested a written consent from the County to the assignment of its rights and delegation of its duties to SelectRemedy due to this merger. In November and December 2006, PDQ provided detailed information and additional documents related to the merger/acquisition by SelectRemedy.

On January 19, 2007, PDQ sent a letter dated December 8, 2006 from PDQ to its clients, in which it stated that the sale of its staffing business took place on November 27, 2006 without staffing changes. Since then, SelectRemedy has continued to provide the services required under these two agreements.

PDQ and SelectRemedy believe that this merger will result in a number of benefits to their collective employees as well as the clients they serve. The anticipated benefits include a more complete continuum of services; enhanced program development for better services; broadened geographic scope; and increased strategic options through combined programs and facilities.

The County has reviewed the corporate documents submitted by SelectRemedy and other data, and has evaluated SelectRemedy for fiscal viability, and deems the agency to be responsible. Pursuant to the Board policy of December 6, 2005 on Contractor Mergers/Acquisitions, the Department believes that SelectRemedy can effectively provide the services and assume the duties set forth in the current Agreements.

The Auditor-Controller has reviewed SelectRemedy's audited Financial Statements from 2003 through 2005 and agreed with the Department's determination that the Financial Statements Analysis Ratios are acceptable. County Counsel and the Chief Administrative Office have reviewed this Board letter and County Counsel has approved the attached Amendments as to form.

CONTRACTING PROCESS

These two (2) Amendments do not require any additional contracting process.

IMPACT ON CURRENT SERVICES

The approval of these Amendments will facilitate the continued provision of SFIS and Temp Sec services to DPSS. The acquisition of PDQ staffing business by SelectRemedy will not present a noticeable change in services since staff and employees have been transferred from PDQ to SelectRemedy and still provide the same services.

The Amendments will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four (4) original signed copies of the amendments to the Director of the Department of Public Social Services, and one adopted, stamped copy to "Office of the County Counsel, Attention: Diane Cachenaout, 500 West Temple St., #602, Los Angeles, CA 90012."

Respectfully submitted,



Bryce Yokomizo
Director

BY:hp

Attachments (2)

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors



AMENDMENT NUMBER ONE

TO

AGREEMENT NUMBER 74793

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PDQ PERSONNEL SERVICES, INC.

AND

KOOSHAREM CORPORATION DBA SELECTREMEDY

FOR

**STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TERMINAL OPERATOR SERVICES**

March 2007

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74793
FOR STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TERMINAL OPERATOR SERVICES**

This Amendment Number One to Agreement Number 74793 (hereinafter "Agreement"), adopted by the Board of Supervisors on March 30, 2004, is made and entered into by and between the County of Los Angeles (hereinafter "COUNTY"), and PDQ Personnel Services, Inc. (hereinafter "PDQ") and KOOSHAREM Corporation DBA SelectRemedy (hereinafter "SelectRemedy") for the SFIS Terminal Operator Services and amended this _____ day of _____ 2007.

WHEREAS, the purpose of this Amendment Number One is for the COUNTY to approve the assignment of PDQ's rights and the delegation of its duties to SelectRemedy under the Agreement number 74793, effective the date of Board approval through March 31, 2007; and

WHEREAS, Section V. FURTHER TERMS AND CONDITIONS, subsection 1.0 ASSIGNMENT of the Agreement prohibits the PDQ from delegating its duties or assigning its rights hereunder without prior written consent of the Los Angeles County Board of Supervisors; and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section V. FURTHER TERMS AND CONDITIONS, subsection 5.0 CHANGES AND AMENDMENTS OF TERMS, subsection 5.2 of the Agreement; and

WHEREAS, PDQ notified COUNTY that on November 27, 2006, SelectRemedy acquired the assets and certain liabilities of PDQ, including those under the Agreement Number 74793; and

WHEREAS, PDQ has asked COUNTY to consent to the assignment of its duties and rights to SelectRemedy; and

WHEREAS, the COUNTY has reviewed the corporate documents submitted by SelectRemedy and other data, and pursuant to the Board policy of December 6, 2005 on Contractor Mergers/Acquisitions, has confirmed that SelectRemedy can effectively provide the services and assume the duties set forth in the Agreement; and

WHEREAS, all other terms, conditions, responsibilities, and liabilities remain unchanged and shall remain in full force and effect; and

WHEREAS, services performed under this Agreement continue to be performed more economically by SelectRemedy than by COUNTY employees.

NOW THEREFORE, the COUNTY, PDQ, and SelectRemedy hereby agree as follows:

- 1.0 All PDQ's rights and duties under the Agreement have been assigned and delegated to SelectRemedy effective the date of Board approval through March 31, 2007. SelectRemedy hereby accepts and assumes all said rights and duties under the Agreement.
- 2.0 COUNTY hereby to consent to such assignment and delegation effective the date of Board approval through March 31, 2007.
- 3.0 All reference to PDQ in the current Agreement will now refer to SelectRemedy, to provide the SFIS Terminal Operator Services in accordance with the provisions under the current terms and conditions.
- 4.0 Section V. FURTHER TERMS AND CONDITIONS, subsection 1.0 ASSIGNMENT of the Agreement is deleted in its entirety to read as follows:

1. ASSIGNMENT BY CONTRACTOR

1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 1.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

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

1.3 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material

breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 Section 44.0 NOTICES, subsection 44.5 Notices to the COUNTY of the Agreement is amended in its entirety to read as follows:

44.5 Notices to the COUNTY

Notices and envelopes containing the same to the COUNTY shall be addressed to:

Thanh V. Do, Director
Contract Management Section I
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS TO AGREEMENT NUMBER 74793 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

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**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74793
FOR STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
TERMINAL OPERATOR SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by its Chair and the seal of said Board hereto affixed and attested by the Executive Office thereof, and PDQ and SelectRemedy have subscribed in their behalf by their duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of PDQ and SelectRemedy warrants under penalty of perjury that he or she (they) is authorized to bind PDQ and SelectRemedy.

COUNTY OF LOS ANGELES

By _____
Chair, Los Angeles County Board of Supervisors

PDQ PERSONNEL SERVICES, INC.
CONTRACTOR

KOOSHAREM Corp. dba SelectRemedy
CONTRACTOR

By _____

By _____

Name Eric DeDominic

Name Jeff R. Mitchell

Title Corporate Secretary

Title CFO

95-3887455

93-0994537

Tax Identification Number

Tax Identification Number

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY [Signature]
Kathy Bramwell, Principal Deputy County Counsel



AMENDMENT NUMBER ONE

TO

AGREEMENT NUMBER 75310

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PDQ PERSONNEL SERVICES, INC.

AND

KOOSHAREM CORPORATION DBA SELECTREMEDY

FOR

TEMPORARY SECRETARIAL/CLERICAL SUPPORTIVE SERVICES

March 2007

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75310
FOR TEMPORARY SECRETARIAL/CLERICAL SUPPORTIVE SERVICES**

This Amendment Number One to Agreement Number 75310 (hereinafter "Agreement"), adopted by the Board of Supervisors on June 7, 2005, is made and entered into by and between the County of Los Angeles, (hereinafter "COUNTY"), and PDQ Personnel Services, Inc. (hereinafter "PDQ") and KOOSHAREM Corporation DBA SelectRemedy (hereinafter "SelectRemedy"), for the Temporary Secretarial/Clerical Supportive Services and amended this _____ day of _____ 2007.

WHEREAS, the purpose of this Amendment Number One is for the COUNTY to approve the assignment of PDQ's rights and the delegation of its duties to SelectRemedy under the Agreement Number 75310, effective the date of Board approval through June 30, 2008; and

WHEREAS, Section 8.1, ASSIGNMENT AND DELEGATION of the Agreement Number 75310 prohibits the CONTRACTOR from delegating its duties or assigning its rights hereunder without prior written consent of the Los Angeles County Board of Supervisors; and

WHEREAS, this Amendment Number One is prepared according to the provisions set forth in Section 8.5 CHANGES NOTICES AND AMENDMENTS, subsection 8.5.2 of the Agreement; and

WHEREAS, PDQ notified COUNTY that on November 27, 2006, SelectRemedy acquired the assets and certain liabilities of PDQ, including those under the Agreement Number 75310; and

WHEREAS, PDQ has asked COUNTY to consent to the assignment of its duties and rights to SelectRemedy; and

WHEREAS, the COUNTY has reviewed the corporate documents submitted by SelectRemedy and other data, and pursuant to the Board policy of December 6, 2005 on Contractor Mergers/Acquisitions, has confirmed that SelectRemedy can effectively provide the services and assume the duties set forth in the Agreement; and

WHEREAS, all other terms, conditions, responsibilities, and liabilities remain unchanged and shall remain in full force and effect; and

NOW THEREFORE, COUNTY, PDQ, and SelectRemedy hereby agree as follows:

- 1.0 All PDQ's rights and duties under the Agreement have been assigned and delegated to SelectRemedy effective the date of Board approval through June 30, 2008. SelectRemedy hereby accepts and assumes all said rights and duties under the Agreement.

- 2.0 COUNTY hereby to consent to such assignment and delegation effective the date of Board approval through June 30, 2008.
- 3.0 All reference to PDQ in the current Agreement will now refer to SelectRemedy, to provide the Temporary Secretarial/Clerical Supportive Services in accordance with the provisions under the current terms and conditions.
- 4.0 Section 5.0 CONTRACT PAYMENT, subsection 5.5 Invoice and Payments, subsection 5.5.5 of the Agreement is amended in its entirety to read as follows:

5.5.5 All invoices under this Contract shall be submitted in one (1) original to the following address:

CCA, Temporary Secretarial/Clerical Contract
Contract Management Section I
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

- 5.0 Section 7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR, subsection 7.5 CONFIDENTIALITY of the Agreement is deleted in its entirety and replaced to read as follows:

7.5 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract.

7.5.3 The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Technical Exhibit 3 of Attachment A – Technical Exhibits, hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone

except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

7.5.4 CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institutions Code Sections 10850 and 17006) relating to this Contract must be shredded and not discarded in trash containers when CONTRACTOR disposes of these documents/papers. All documents/ papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with sub-paragraph 8.41.3, of this Contract are to be maintained for a period of five (5) years.

6.0 Section 8.0 STANDARD TERMS AND CONDITIONS, subsection 8.1 ASSIGNMENT AND DELEGATION of the Agreement is deleted in its entirety and replaced to read as follows:

8.1 ASSIGNMENT BY CONTRACTOR

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subsection 8.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

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

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

7.0 Section 8.0 STANDARD TERMS AND CONDITIONS, subsection 8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT of the Agreement is deleted in its entirety and replaced to read as follows:

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 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.

8.13.4 Contract 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.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

- 8.0 Section 8.0 STANDARD TERMS AND CONDITIONS, subsection 8.26 GENERAL INSURANCE REQUIREMENTS, subsection 8.26.1 Evidence of Insurance of the Agreement is amended in its entirety to read as follows:

- 8.26.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered, prior to commencing services under this Contract, to:

CCA, Temporary Secretarial/Clerical Contract
Contract Management Section I
Contract Management Division
Department of Public Social Services
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

9.0 Section 8.0 STANDARD TERMS AND CONDITIONS, subsection 8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT of the Agreement is deleted in its entirety and replaced to read as follows:

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles.

The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives or any Federal or State representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. Notwithstanding paragraph 8.11.5 of this agreement, COUNTY reserves the right to conduct record inspection and audits with no advance notification to CONTRACTOR when the COUNTY believes that certain extenuating circumstances exist such as allegations of fraud or abuse. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.41.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.41.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.45 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.41.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-

Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such an audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

10.0 ATTACHMENT A – TECHNICAL EXHIBITS, TECHNICAL EXHIBIT 2 – DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS of the ATTACHMENT A – STATEMENT OF WORK AND TECHNICAL EXHIBITS , items 90 and 91 are added as follows:

Non-DPSS Locations:

90. 3175 W. 6th Street
Los Angeles, CA 90020

91. 3333 Wilshire Blvd., Suite 400
Los Angeles, CA 90010

EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS TO AGREEMENT NUMBER 75310 SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

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**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75310
FOR TEMPORARY SECRETARIAL/CLERICAL SUPPORTIVE SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number One to be subscribed by its Chair and the seal of said Board hereto affixed and attested by the Executive Office thereof, and PDQ and SelectRemedy have subscribed in their behalf by their duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of PDQ and SelectRemedy warrants under penalty of perjury that he or she (they) is authorized to bind PDQ and SelectRemedy.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

PDQ PERSONNEL SERVICES, INC.
CONTRACTOR

By _____

Name Eric DeDominic

Title Corporate Secretary

95-3887455

Tax Identification Number

KOOSHAREM Corp. dba SelectRemedy
CONTRACTOR

By _____

Name Jeff R. Mitchell

Title CFO

93-0994537

Tax Identification Number

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY [Signature]
Kathy Bramwell, Principal Deputy County Counsel