



TERRI L. McDONALD
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY
DOWNEY, CALIFORNIA 90242
(562) 940-2501



September 19, 2017

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:

**APPROVAL OF A CONTRACT WITH APPLEONE EMPLOYMENT SERVICES TO PROVIDE
CLERICAL SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT AT
DESIGNATED PROBATION LOCATIONS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval of a contract with AppleOne Employment Services to provide clerical services for the County of Los Angeles Probation Department (Probation) at Designated Probation Locations.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the clerical services at designated Probation locations provided under the proposed contract can be more economically performed by the Contractor rather than by County employees.
2. Approve and instruct the Chair to sign the attached contract (Attachment I) with AppleOne Employment Services, for an initial twelve (12) month term at an estimated amount of \$6,618,560 commencing January 1, 2018 through December 31, 2018.
3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to six (6) subsequent 12-month periods at an estimated amount of \$6,618,560 each, upon approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the contract for any decrease or increase not to exceed ten percent (10%) of the contract rates and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the contract,

upon approval as to form by County Counsel.

5. Delegate authority to the Chief Probation Officer to terminate, in whole or in part, the contract with AppleOne Employment Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a contract (Attachment I) with AppleOne Employment Services to provide clerical services at designated Probation locations. The proposed contract will commence on January 1, 2018.

Probation has utilized contracted clerical services since 1987 utilizing the Request for Proposal (RFP) process. The current contract is set to expire on December 31, 2017. Approval of this contract will enable Probation to continue receiving clerical services at designated locations.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

Attachment II compares the cost of contract services with the costs the County would incur if the clerical services were provided by County employees. The annual savings to the County is estimated at \$4,088,903. Because the annual number of hours provided cannot be projected with certainty given Probation's needs and the proposed location of services, the actual contract savings may increase or decrease. Attachment III provides the process used for contracting with the community business enterprises.

Funding for this agreement in the estimated amount of \$6,618,560, is included in the FY 2017-2018 adopted budget. The proposed contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial term of the contract shall be January 1, 2018 through December 31, 2018. The scope of work for this contract includes providing clerical services at up to forty-three (43) area offices.

The proposed contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded contract will provide all services at a savings to the County.

Probation determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201). AppleOne Employment Services will pay its employees \$15.00 per hour.

The Contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contract and during the life of the contract. The contract contains the Board's required contract provisions; including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program.

In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed Contractor has been instructed to register on WebVen.

The County will not request the Contractor to perform services that exceed the Board- approved contract amount, scope of work or contract term.

Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

County Counsel has reviewed and approved the proposed contract as to form.

CONTRACTING PROCESS

A comprehensive Request for Proposals (RFP) process was conducted. The Probation Department released an RFP for Clerical Services at Designated Probation Locations on May 13, 2016. As part of the competitive solicitation process approximately sixty (60)

letters were sent to service providers advertisements were placed in the Los Angeles Times, Eastern Group Publications and the Lynwood Journal. The solicitation information along with the RFP was also made available through the Internet on the County of Los Angeles Internal Services Department and Probation Department websites (Attachment IV).

As a result of the solicitation process, two (2) potential providers registered for the Mandatory Proposer's Conference and four (4) potential providers attended the conference.

Two (2) proposals were reviewed using the initial screening "pass/fail" process to determine which proposals would be evaluated. The initial screening was consistent with the Selection Process and Evaluation Criteria set forth in the RFP.

One (1) evaluation committee was formed to evaluate the two (2) proposals that passed the initial screening process. The evaluation committee consisted of Probation staff. Financial subject-matter experts evaluated the financial/budget portions of the proposals and results were provided to the committee. The evaluation committee objectively evaluated the proposals submitted by AppleOne Employment Services and Partners in Diversity.

The evaluation committee reviewed the proposers' qualifications, approach to provide required services, and quality control plan by using the informed averaging scoring methodology ratings consistent with the Selection Process and Evaluation Criteria as set forth in the RFP. The Proposer with the highest overall scores is being recommended for contract award. There were no protests received as part of this solicitation. The current contract expires on December 31, 2017.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable Probation to continue the current level of services.

Respectfully submitted,



TERRI L. McDONALD
Chief Probation Officer

TLM:TH:DS:yh

Enclosures

c: Executive Officer
Chief Executive Office
County Counsel



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

TO PROVIDE

**CLERICAL SERVICES AT
DESIGNATED PROBATION LOCATIONS**

CONTRACT PROVISIONS

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
APPLEONE EMPLOYMENT SERVICES
TO PROVIDE
CLERICAL SERVICES AT DESIGNATED PROBATION LOCATIONS

This Contract ("Contract") made and entered into this _____ day of _____, 2018 by and between the County of Los Angeles, hereinafter referred to as County and AppleOne Employment Services, hereinafter referred to as "Contractor". AppleOne Employment Services is located at 18538 Hawthorne Blvd, Torrance, California 90504.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the Contractor to provide clerical services; and

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 31000; and

WHEREAS, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide long-term clerical services to the County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for clerical services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization and staffing to provide services as described in this Contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, P, Q, R, S, S1, T, U, V, W, X and Y are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgement of Employer
- EXHIBIT G1 - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgement and Confidentiality Agreement
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- 1.8 EXHIBIT H - Jury Service Ordinance
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- 1.20 EXHIBIT T - Contract Discrepancy Report
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- 1.22 EXHIBIT V - Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W - Job Description
- 1.24 EXHIBIT X - Duty Statement
- 1.25 EXHIBIT Y - List of Designated Probation Locations

This Contract, the Exhibits and Contractor's proposal, incorporated herein by reference, dated _____, _____ hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

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

- 2.1. Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including in Exhibit A (Statement of Work).
- 2.2 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County's Contract Manager:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.
- 2.5 County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.6 County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence following Board approval and will continue for a twelve (12) month period, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to six (6) additional twelve (12) month periods for a maximum total Contract term of seven (7) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

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

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

5.0 CONTRACT SUM

- 5.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The total sum, inclusive of all applicable taxes, is estimated at **\$6,618,560**, as long as the total number of hours does not exceed one hundred and ninety thousand (190,000). If total annual number of hours does exceed one hundred and ninety thousand (190,000), payment shall continue to be made at the agreed upon per hour rates. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Probation Department at the address provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

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

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices that include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be billed in accordance with Exhibit B (Pricing Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

PROP A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit L – Payroll Statement of Compliance**

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate Probation location where services are being performed.

5.5.6 County Approval of Invoices

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

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the Contract hourly amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the twelve (12) month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and

become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Contract Manager

The role of the County's Contract Manager may include:

- coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved excused or limited thereby; and
- upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Program Manager

The role of the County's Program Manager is authorized to include:

- meeting with the Contractor's Project Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.3 County's Contract Monitor

The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides

reports to the County's Contract Manager and the County's Program Manager.

7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 Contractor's Staff

7.1.1 Contractor shall have a Project Director pursuant to Section 6.3 (Contractor Project Director) of Exhibit A (Statement of Work).

7.1.2 Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Contractor Personnel) of Exhibit A (Statement of Work).

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.4.1 through 7.4.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

7.4.1 The Contractor shall submit the names of the Contractor's or Sub-Contractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Sub-Contractor's employees. County shall have the right to conduct background investigations of the Contractor's or the Sub-Contractor's employees at any time. The **Contractor's or Sub-Contractor's**

employees shall not begin work on this Contract before receiving written notification of clearance from the County.

- 7.4.2 No personnel employed by the Contractor or Sub-Contractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 7.4.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the Sub-Contractor from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No Contractor or Sub-Contractor staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 The Contractor or Sub-Contractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.4.6 Because the County is charged by the State for checking the criminal records of the Contractor's or Sub-Contractor's employees; the County will bill the Contractor to recover these expenses. The current amount is thirty-two dollars (\$32.00) per record check, which is subject to change by the State.

7.5 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.5.1 The 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, and policies and procedures relating to confidentiality, including without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 The Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.5.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.5.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

7.5.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

7.5.3 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or Sub-Contractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

7.5.4 Confidentiality of Adult and Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

- 7.5.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.
- 7.5.6 Violations: The Contractor agrees to inform all of its employees, agents, Sub-Contractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation 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 Contract, or both, whether in whole or in part, without the prior written consent of the County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, the County consent

shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at the 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 the 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 the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or 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 the County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, 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.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The

County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County's approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the 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 the Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The 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 the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this subparagraph, "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 fifty thousand dollars (\$50,000) or more in any twelve (12) period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (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 twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately

notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- 8.8.2.4 The Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

8.11 Consideration of Hiring Gain-Grow Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractor shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN-GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the Los Angeles 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

proposed decision and recommendation of the Contractor Hearing Board.

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

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report will include improvement/corrective action measures taken by the

County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1, and received by communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents with original signatures.

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph,

the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Contract. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage Requirements

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

8.24.1 Evidence of Coverage and Notice to County

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

Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), 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:

**Yvonne Humphrey, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

**E-mail address: Yvonne.Humphrey@probation.lacounty.gov
Fax #: (562) 658-4771**

- The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional

insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

The 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 the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Contractor understands and agrees it shall

maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of automobiles pursuant to this Contract, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.
- 8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If the 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 the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the 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.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation 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 Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation 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 Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit V (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be a County source or separate private Contractors, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this

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

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall

be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any

such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Program Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this

Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this Subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38.5 The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Sub-Contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee may perform any work hereunder. The Contractor shall ensure delivery of all such documents to:

**Yvonne Humphrey, Contract Analyst
County of Los Angeles Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242**

E-mail address: Yvonne.Humphrey@probation.lacounty.gov

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
- The Contractor has materially breached this Contract; or
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this subparagraph.
- 8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be

beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the

County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

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

8.50 Warranty against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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.

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 Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 as referenced in Exhibit Q (Defaulted Property Tax Reduction Program/Form).

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

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

8.53 Time off for Voting

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

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

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

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

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the Los Angeles County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the Los Angeles County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Sub-paragraph 9.1.2.5 under the Contract:
2. For purposes of this Sub-paragraph, "Contractor" includes any Sub-Contractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor’s obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its employees. All certified monitoring reports shall be submitted on forms provided by the County Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated

damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the

nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment).

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or

- b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Sexual Harassment/Discrimination/Retaliation Training

- 9.10.1 The Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon Los Angeles County Code Section 5.09 as referenced in Exhibit S (Sexual Harassment Policy).

9.10.2 The Contractor shall provide the County of Los Angeles Probation Department with a certification referenced in Exhibit S1 (Sexual Harassment/Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from Contractor’s staff before performing services under this Contract.

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

CONTRACTOR: APPLEONE EMPLOYMENT SERVICES

By [Signature]
Name
Regional Vice President
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Lori Glasgow, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
COUNTY COUNSEL

By [Signature]
JOSEPH A. LANGTON
PRINCIPAL DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Contractor shall provide individuals with appropriate experience and/or education to perform complete typing/clerical duties and other types of office functions for long-term interim assignments at Probation designated locations. Services shall be provided at up to forty-three (43) designated locations listed in Exhibit Y (List of Designated Probation Locations). One hundred and forty-eight (148) qualified skilled typists must be available on any given day. Clerical services shall be provided on Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. including County-recognized holidays. Contractor shall provide one clerk at each office for receptionist coverage on, but not limited to, one evening per month as determined by County between the hours of 5:00 p.m. and 8:00 p.m. In special circumstances, projects or assignments as determined by the County, the Contractor may be required to provide clerical services outside the 8:00a.m. to 5:00p.m. schedule on a mutually agreed upon basis. Due to population changes, budgetary constraints and other needs, the County reserves the right to schedule greater or fewer personnel than herein described to meet operational considerations. The County may add or delete facilities as necessary to meet operational needs.

2.0 SPECIFIC TASKS

2.1 Skilled Typist

The skilled typist shall use personal computers and standard electric typewriters (as needed). Job duties include typing forms with proper spelling and punctuation, forming simple tabulations, typing correspondence, envelopes and making corrections as required. Contractor's employees must have experience in general typing with a necessary minimum typing speed of forty (40) net words per minute (w.p.m.).

2.2 Skilled Typist

The skilled typist under County supervision will perform all clerical services necessary to process juvenile and/or adult probation cases. The Contractor will provide capable, qualified, and dependable employees on a daily basis. Employees must be willing and available for long-term assignments of at least twelve (12) months duration.

2.3 Skilled Typist

Contractor shall provide clerical personnel who meet the following requirements:

2.3.1 Have at least one (1) year of clerical experience involving typewriting or certificate, Associate of Arts degree in clerical procedures, or office administration from an accredited college;

2.3.2 Possess general clerical skills, such as filing and answering phones;

2.3.3 Possess an appropriate temperament to meet and handle the public;

2.3.4 Have good work habits;

2.3.5 Must be able to perform the specific assignments described in Exhibit W (Job Description) and Exhibit X (Duty Statement).

2.4 Delivery

Contractor is required to provide personnel within twenty-four (24) hours after receipt of an order. However, if the required number of personnel fails to arrive within forty-eight (48) hours, the County reserves the right to cancel the order and purchase the services from other sources. County also reserves the right to bill the Contractor for excess costs incurred for acquiring similar services from other sources.

2.5 Overtime

Overtime (as defined by California's Industrial Welfare Commission) is allowable only with prior authorization by the designated Probation Department representative at the contractually agreed hourly rate.

2.6 Assignment of Unqualified Personnel

The County reserves the right to require any Contractor personnel assigned to County to take an on-site performance test to determine their typing skills. In the event Contractor personnel fail to meet the minimum typist standards, Contractor shall immediately replace personnel within twenty-four (24) hours with personnel who possess the required skills. The County shall not be charged by the Contractor for the services of the replaced employees.

2.7 Self-Monitoring Reports

Contractor shall prepare monthly reports indicating the level of and type of services rendered to the County. The Contractor will submit this report to County Contract Monitor and County Program Manager by the tenth (10th) working day of the following month for which services were rendered. Report format and content is subject to final County review and approval.

3.0 **QUALITY CONTROL PLAN**

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the Proposal. The original plan and any future amendments are subject to County review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be performed, and the title of the individual(s) who perform the inspections.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike by County or Contractor employees or any other unusual occurrence (i.e., power loss or natural disaster) which results in the Contractor's inability to perform the contracted work.
- 3.5 The methods to ensure the confidentiality of adult and juvenile records and information while in the care and custody of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. If the County determines that the Contractor's deficiencies are severe or recurrent and places performance of the Contract in jeopardy, the County may report such deficiencies to the Board of Supervisors. The report will include improvement/corrective action taken by the County and the Contractor. If improvement does not occur consistent with the corrective action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart), or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

4.1 Performance Evaluation Meetings

The County's Program Manager has the sole discretion to meet weekly with the Contractor's Project Director during the first three (3) months of the Contract. However, a meeting shall be held whenever a Contract Discrepancy Report (hereafter, "CDR") is issued. Mutual best efforts will be made to resolve all issues identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually convenient schedule, or as required by the County.

4.3 The County shall have the exclusive right to remove any Contractor personnel under this Contract in the sole discretion of the County's Program Manager. The Contractor's personnel shall be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Contract Manager.

4.4 Contract Discrepancy Report

Verbal notification shall be made to the Contractor's Project Director in the event a Contract discrepancy is identified. Mutual best efforts shall be made to resolve the issue within a reasonable time as mutually agreed upon by the County and Contractor.

The County's Program Manager will determine whether a formal CDR shall issue as referenced in Exhibit T (Contract Discrepancy Report).

Upon receipt of this document, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and presenting contrary evidence, if any. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County's Program Manager within ten (10) business days of receipt of the CDR.

5.0 DEFINITIONS

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express discrepancies or variance from a standard before Probation may apply damages as specified in Exhibit V (Performance Requirements Summary Chart). The County requires that the Contractor correct all claimed discrepancies whenever possible. A variance from AQLS may result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Adult/Juvenile Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include confidential legal documents and information. The information shall not be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.
- 5.3 Business Day – Monday through Friday, 8:00a.m. to 5:00p.m., PT, not including any County Holidays.
- 5.4 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform Contractor of claimed deficient performance.
- 5.5 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.
- 5.6 Contractor's Project Director – Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.7 County's Contract Manager – Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.8 County's Program Manager – Person designated by the County to manage the daily operations under this Contract.
- 5.9 Liquidated Damages – The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.

- 5.10 Performance Requirements Summary (PRS) - A statement that identifies key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards as referred in Exhibit V.
- 5.11 Quality Control Plan - All necessary measures taken by the Contractor to assure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity as set forth in the Statement of Work.
- 5.12 Random Sample – A sampling method where each item in a lot has an equal chance of selection.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Paragraph 8.1, (Amendments) of the Contract.

6.2 Furnished Items

The County shall provide no materials, equipment and/or services necessary to operate this Contract except as listed below.

6.2.1 General

The County shall provide all necessary forms and letterhead required to perform the services contained in this RFP.

6.2.2 Equipment

- 6.2.2.1 The County will provide all office equipment necessary to perform the services described hereunder.

6.2.2.2 In the event Contractor's employees damage any equipment or the facility through negligent or intentional acts as determined by the County, the Contractor will repair or replace the items at the sole discretion of the County within fifteen (15) calendar days. In the event the Contractor fails to repair or replace equipment or damage to facility, the County will do so at its expense and charge the Contractor for all expenses by deducting such payment from the Contractor's monthly invoice(s).

6.2.3 Facility

Workspace for Contract personnel is provided within assigned work location.

6.2.4 Parking

Parking for the Contractor's personnel will be provided when available. In the event the County implements paid parking, the Contractor shall be responsible for paying the parking fee. The County has no responsibility whatsoever for any damage to vehicles owned or operated by the Contractor or the Contractor's employees.

6.2.5 Forms

The County will provide all necessary forms to process probation cases and the letterhead required to perform the services contained in this Contract.

CONTRACTOR

6.3 Project Director

6.3.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director. The Contractor's Project Director or authorized agent shall be available by telephone between 8:00 a.m. and 5:00 p.m. PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.

6.3.2 When Contract work is performed at times other than described above, or when the Contractor's Project Director is unavailable, the Contractor shall designate an authorized agent to act as the Contractor's Project Director with prior approval of the County's Program Manager.

- 6.3.3 Project Director shall have a minimum of three (3) years demonstrated experience within the last five (5) years providing the required services and is a current employee of the agency.
- 6.3.4 Project Director or authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director or authorized agent shall be able to effectively communicate in English, both orally and in writing.
- 6.3.5 Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have the right to review and approve the Contractor's Project Director. In its sole discretion, the County shall have the right to remove the Contractor's Project Director, authorized agent, and any replacement proposed by the Contractor.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to fulfill the terms of the Contract. The County shall have the right to review and approve all staff before commencing services under this Contract.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to County's Program Manager within five (5) business days of start of employment.** The CORI form is provided at Exhibit U.
- 6.4.3 All personnel must read, write, spell, speak, and understand English and employ appropriate grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will be required. The current number of Spanish speaking clerks required is fifty-five (55).

- 6.4.4 The County reserves the right to preclude the Contractor personnel from performing services under this Contract. At the request of the County Contract Manager, the Contractor shall immediately remove and replace any employee from working on this Contract within twenty-four (24) hours.
- 6.4.5 The County reserves the right to have the County's Program Manager or authorized agent, interview all prospective employees or agents of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager with a current list of employees and agents and keep this list updated throughout the Contract period.
- 6.4.8 The Contractor shall assign an appropriate number of employees to perform all required work and satisfy the terms of the Contract.
- 6.4.9 Personnel provided by the Contractor shall present with professional appearance and attire. The County reserves the right to determine what constitutes professional attire.
- 6.4.10 When contact with the public or Probation clients is required by Contractor personnel, the County Program Manager has the exclusive right to direct the Contractor to replace any staff whose conduct the County Program manager, in his or her sole discretion, determines is inappropriate with the public or Probation clients during the performance of the Contract.
- 6.4.11 Contractor shall have available two (2) persons who have received approximately fourteen (14) working days of on-site training at Contractor's expense and who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hours' notice. County shall compensate Contractor only for hours of actual work by those alternate employees.
- 6.4.12 The Contractor shall not employ any person seventeen (17) years of age or younger to fulfill the required services.

6.5 Identification Badges

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

6.6 Intentionally Omitted

6.7 Intentionally Omitted

6.8 Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

6.9 Security

6.9.1 The Contractor's employees and agents are subject to reasonable dress codes under the Contract. Contractor's employees and agents shall conduct themselves in a reasonable manner at all times; shall not cause any disturbances; shall not bring visitors into the facility; shall not possess weapons or contraband; are subject to search and seizure of their person and property at any time; and are otherwise subject to all applicable laws, rules and regulations of the facility.

6.9.2 The Contractor shall immediately report to the clerical supervisor any accidents and/or loss of equipment and supplies.

7.0 HOURS/DAY OF WORK

The Contractor shall be required to provide clerical services Monday through Friday from 8:00 a.m. to 5:00 p.m., including County-recognized holidays. Contractor shall provide one clerk at each office for receptionist coverage at least, but not limited to, one evening each month as determined by County between the hours of 5:00 p.m. and 8:00 p.m. In special circumstances, projects or assignments as determined by the County, the Contractor may be required to provide clerical services outside the 8:00 a.m. to 5:00 p.m. schedule as mutually agreed upon.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gift by the Contractor, and the Contractor shall have no claim whatsoever against the County.

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All lists of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant in any way to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In the event of an inconsistency between services as stated in the Contract, the SOW and this PRS, the meaning in the Contract and the SOW will prevail. If any service appears to be created in this PRS which is not clearly set forth in the Contract and/or the SOW, that service will be null and void and place no obligation on the Contractor.
- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit V (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages imposed for deficient performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform with the requirements of this Contract, the County may apply the following non-performance remedies:
 - 12.3.1 Require Contractor to implement a formal corrective action plan, subject to approval by the County. The Contractor must include reasons for the unacceptable performance, specific steps to return

performance to an acceptable level, and monitoring methods to prevent recurrence.

- 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
- 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or deficient levels of performance.
- 12.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the work specified within ten (10) business days shall authorize the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This Sub-paragraph does not limit the County's exclusive right to terminate the Contract with ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Clerical Services at Designated Probation Locations for the Los Angeles County Probation Department as set forth in contract #.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide the specified services for the County of Los Angeles – Probation Department in accordance with the attached specifications for the following submitted compensation, which shall apply to weekday, weekend, holiday, overtime and extra personnel coverage.

I PROPOSE A FIXED RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:

Effective Date	Hourly Rate	Overtime Rate
January 1, 2017	\$19.64	\$29.46
January 1, 2018	\$20.78	\$31.17
January 1, 2019	\$21.96	\$32.94

Notes

All Rates must be fully burdened of all costs to Proposer.

Effective January 1, 2020 the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Michael A. Hoyal

Print Name of Authorized Signer


Signature

Chief Financial Officer


Title

Date


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

		COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																	
COMPANY NAME		AppleOne Employment Services																	
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																	
PROJECT		Clerical Services																	
DEPARTMENT NAME		Probation																	
FACILITY/LOCATION	EMPLOYEE NAME	POSITION TITLE	ADDITIONAL (Bank code)	WEEK SCHEDULE	HOURS INCURRED (Per day)	PAID TIME (Per day)	HOURLY RATE	HOURS							COUNTY TOTAL HRS	CITY TOTAL HRS	TOTAL HRS	WAGE DATE	TERMINATION DATE
								MON	TUE	WED	THUR	FRI	SAT	SUN					
Alhambra	Sandra Allison AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	5/2/2013	N/A
Alhambra	Adrian Brown AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/19/2012	N/A
Alhambra	Deborah Cole AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	3/1/2014	N/A
Alhambra	Karina Chavez AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	11/25/2013	N/A
Alhambra	Alexandro Corona AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/23/2012	N/A
Alhambra	Carlos Flores AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	4/18/2012	N/A
Alhambra	Centoria Harris AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	3/26/2015	N/A
Alhambra	Jason Kim AB109	Skilled Typist	0	Mon-Fri 8:30am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/11/2016	N/A
Alhambra	Clara Koss AB109	Skilled Typist	0	Mon-Fri 7am-4:30pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	4/29/2013	N/A
Alhambra	James Lansing AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/30/2012	N/A
Alhambra	Deyo Lopez AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	5/18/2013	N/A
Alhambra	Miguel Angel Navarro AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/9/2012	N/A
Alhambra	Sylvia Orozco AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	3/10/2014	N/A
Alhambra	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Alhambra	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Alhambra	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	TBD	N/A
Antelope Valley 4 th Street	Reanna Henry	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	7/11/2015	N/A
Antelope Valley 4 th Street	Phyllis Hunter	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	10/6/2014	N/A
Antelope Valley 4 th Street	Elise Long	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	8/31/2015	N/A


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

		COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																						
COMPANY NAME		AppleOne Employment Services																						
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																						
PROJECT		Clerical Services																						
DEPARTMENT NAME		Probation																						
FACILITY/LOCATION	EMPLOYEE NAME	POSITION TITLE	REVENUE PER HOUR	SCHEDULE	HOURS WORKED PER WEEK	PAID PER HOUR	HOURLY RATE	HOURS												TOTAL HOURS	MINUTE TOTAL	TOTAL HOURS	HIRE DATE	TERMINATION DATE
								MON	TUE	WED	THUR	FRI	SAT	SUN	OT	OT	OT	OT	OT					
Antelope Valley 4 th Street	Ashley Robertson AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	10/7/2012	N/A		
Antelope Valley Division St.	Falloua Aljandee AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	9/11/2012	N/A		
Antelope Valley Division St.	Jan Bird AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	4/13/2012	N/A		
Antelope Valley Division St.	Debbie Ellis AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	9/11/2012	N/A		
Antelope Valley Division St.	Janetberry Boudiquet AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	4/24/2015	N/A		
Antelope Valley Division St.	Robynisha Saxton AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	25	3/25/2013	N/A		
Centinela	Elizabeth Bouson	Skilled Typist	0	Mon-Fri 7am-3:30pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	7/1/2011	N/A		
Centinela	Julia Cabrera	Skilled Typist	0	Mon-Fri 8am-2:30pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	9/22/2015	N/A		
Centinela	Melvin Jackson AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	50	9/4/2012	N/A		
Centinela	Chantal Lopez	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	1/30/2012	N/A		
Central Placement	Bamenda Lopez	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	9/9/2015	N/A		
Central Placement	Portia Rayfield	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	6/4/2012	N/A		
Central Placement	Marilyn Portillo	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	3/9/2015	N/A		
Central Placement	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	7/80	N/A		
Central Records	Ledia Adams	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	12/7/2012	N/A		
Central Records	Randra Allen	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	9/21/2015	N/A		
Central Records	Julius Boudouls	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	3/18/2014	N/A		
Central Records	Yma Carrillo	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	24	2/4/2013	N/A		
Central Records	Rahlee Crocker	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	8	8	0	0	0	40	0	40	8/17/2015	N/A		


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

		COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																	
COMPANY NAME		AppleOne Employment Services																	
COMPANY ADDRESS		18518 Hawthorne Blvd., Torrance, CA 90504																	
PROJECT		Clerical Services																	
DEPARTMENT NAME		Probation																	
EMPLOYER LOCATION	SUPERVISOR NAME	POSITION TITLE	EMPLOYEE ID (Last 4)	WORK SCHEDULE	HOURLY RATE	PULL TIME	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL HRS	MINORITY	TOTAL HRS	MINORITY	DATE	TERMINATION DATE
Central Records	Mark Franklin	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	3/23/2015	N/A
Central Records	Doretha Ford	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	5/14/2013	N/A
Central Records	Patrice Hanks-Moore	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	6/13/2014	N/A
Central Records	Yula Hines	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/12/2013	N/A
Central Records	Leticia Jaime	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/12/2013	N/A
Central Records	Corrinth King	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/12/2013	N/A
Central Records	Shawn Sprights	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/12/2013	N/A
Central Records	Yadhira Talavera	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/26/2015	N/A
Central Records	Mia Thornton	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/21/2014	N/A
Central Records	Alma Urbina	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	11/7/2011	N/A
Central Records	Shaquon Washington	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	8/5/2013	N/A
Central Records	Meisha Williams	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	9/30/2013	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A
Central Records	TBO	Skilled Typist	0	Mon-Fri 8am-5pm	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBO	N/A


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																			
COMPANY NAME		AppleOne Employment Services																	
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																	
PROJECT		Clerical Services																	
DEPARTMENT NAME		Probation																	
FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	POSITION CLASS	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME PERCENT	HOURLY RATE	MON	TUE	WED	THUR	FRI	SAT	SUN	COUNTY TOTAL HRS	HOURLY TOTAL PAY	TOTAL PAY	WAGE DATE	TERMINATION DATE
Central Records	780	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A
Citation Diversion	Druo Alga	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	3/18/2015	N/A
Citation Diversion	Jillie Batas Asprer	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	12/1/2015	N/A
Citation Diversion	Juan Betres	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	8/11/2014	N/A
Crenshaw	Lolita Lewis AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	11/9/2015	N/A
Crenshaw	Dominique Knight	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	2/8/2016	N/A
Crenshaw	780 AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A
Day Reporting Center	Jade Nathan AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	11/28/2015	N/A
East L.A.	Shamika Grey AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	9/5/2012	N/A
East San Fernando Valley	Stephanie Aviles AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	12/17/2013	N/A
East San Fernando Valley	Marisha Cortes	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	7/1/2011	N/A
East San Fernando Valley	Kelly Cisneros	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	6/29/2015	N/A
East San Fernando Valley	Jimi St. James AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	1/13/2014	N/A
East San Fernando Valley	Katy Santa-Cabana	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	4/10/2014	N/A
East San Fernando Valley	Jaquelyn Whitman's	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	11/3/2014	N/A
East San Gabriel Valley	780	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A
East San Gabriel Valley	780	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A
East San Gabriel Valley	780	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A
East San Gabriel Valley	780	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	40	0	40	780	N/A


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																					
COMPANY NAME		AppleOne Employment Services																			
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																			
PROJECT		Clerical Services																			
DEPARTMENT NAME		Probation																			
PROJ/OUTR LOCATION	EMPLOYEE NAME	POSITION TITLE	ADVERSE (0=No)	WAGE ADJUSTMENT	HOURLY WAGE PER DAY	FULL TIME PERCENT	SEMI-ANNUAL	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	COUNTY TOTAL HRS	MIN CMT	TOTAL HRS	TERMINATION DATE		
Firestone	Gabriela Herrera	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	3/26/2015		
Firestone	Ferida Mills	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	3/16/2015		
Firestone	Kimberly Winston AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	2/1/2016		
Firestone	TBD AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	TBD		
FootHill	Chandel Curtis AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	12/1/2015		
FootHill	Cindy Duran	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	12/1/2015		
FootHill	Gina Massaro	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	7/20/2015		
FootHill	Maria Munoz AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	9/4/2012		
FootHill	Amya Williams	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	3/3/2014		
Harbor	David Lopez	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	5/25/2015		
HQ-9150	Rea Lucia Anderson AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	1/11/2016		
HQ-9150	Ivan Chatman AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	8/20/2015		
HQ-9150	Janet Floyd AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	3/11/2013		
HQ-9150	Cassi Nash	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	4/20/2015		
HQ-9150	Ashley Oraguzie AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	12/28/2013		
HQ-9150	Michelle Sanchez AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	5/20/2013		
HQ-9150	Naren Washington AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	11/13/2012		
HQ AB109 9525	Wale Chidies AB109	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	8/3/2015		
HQ AB109 9525	Edget Duarte	Skilled Typist	0	Mon-Fri 8am-5pm	\$	8	8	8	8	8	8	8	8	8	8	40	0	40	1/11/2016		


MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																				
COMPANY NAME		AppleOne Employment Services																		
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																		
PROJECT		Clerical Services																		
DEPARTMENT NAME		Probation																		
FACILITY/LOCATION	EMPLOYEE	POSITION TITLE	ADDITIONAL (Check one)	WORK SCHEDULE	HOURS EMPLOYED PER DAY	PART TIME	HOURLY RATE*	HOURS							COUNTY HRS	HOLIDAY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE	
								MON	TUE	WED	THUR	FRI	SAT	SUN						
HQ AB109 9525	Ana Villalaz AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	8/31/2015	N/A
HQ AB109 9525	TBD	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	TBD	N/A
IDC	Natalie Gutierrez	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	10/27/2014	N/A
IDC	Tim Harrell	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	1/10/2015	N/A
Long Beach	Shantavia Lawrence AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	9/18/2014	N/A
Long Beach	Jocelyn Rodriguez AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	1/1/2016	N/A
Long Beach	Deanne Solima AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	4/6/2013	N/A
Pacoima	Doris Brooks AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	3/18/2015	N/A
Pacoima	Christina Cardenas AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	3/16/2015	N/A
Pacoima	Kelly Phillips AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	12/1/2014	N/A
Pacoima	Kenneth Wilson AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	4/27/2015	N/A
Pacoima	TBD	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	TBD	N/A
Pacoima	TBD	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	TBD	N/A
Pomona	Brenda Bouriza AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	1/11/2016	N/A
Pomona	Adelle Nichols AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	1/11/2016	N/A
Pomona	Angelica Santana AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	3/13/2011	N/A
Pretrial Services	Rebecca Freedenburg AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	8/17/2015	N/A
Pretrial Services	Tanisha Walker AB109	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	4/3/2012	N/A
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri Bam-Spm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	TBD	N/A

MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

		COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																			
COMPANY NAME		AppleOne Employment Services																			
COMPANY ADDRESS		18538 Hawthorne Blvd., Torrance, CA 90504																			
PROJECT		Clerical Services																			
DEPARTMENT NAME		Probation																			
FACILITY/LOCATION	EMPLOYEE NAME	POSITION TITLE	HOURS PER WEEK	WORK SCHEDULE	HOURS INCURRED PER DAY	HOURS PER WEEK	HOURLY RATE	TOTAL DOLLARS	M	T	W	T	F	S	S	TOTAL HRS	TOTAL AMT	TOTAL AMT	TOTAL AMT	HIRE DATE	TERMINATION DATE
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBD	N/A
Probation Training Center	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBD	N/A
Rio Hondo	Ingracia Cuevas	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	1/2/2012	N/A
Rio Hondo	Derly Carranza	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	1/26/2015	N/A
Rio Hondo	Elaine Reyes	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/1/2011	N/A
Rio Hondo	Aracelia Williams AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	9/4/2012	N/A
Rio Hondo	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	TBD	N/A
Riverview	Richard Connates	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	8/31/2015	N/A
Riverview	Angelica Garcia-Chino	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	3/5/2012	N/A
Riverview	Blanca Coto	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	9/21/2013	N/A
Riverview	Melissa Gomez	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	4/29/2015	N/A
Riverview	Bertha Hernandez	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	2/22/2015	N/A
Riverview	Luz Morales	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	4/9/2014	N/A
Riverview	Denise Ochoa	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	3/31/2014	N/A
Riverview	Kather Ramirez	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	7/1/2011	N/A
Riverview	Pricilla Santos	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	1/16/2013	N/A
Riverview	Elizabeth Torres	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	8/24/2015	N/A
Riverview	Carolina Vargas	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	9/30/2015	N/A
San Gabriel Valley	Virginia Arzate AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	F/T	\$13.25	8	8	8	8	8	0	0	0	40	0	40	0	3/2/2016	N/A

MODEL LIVING WAGE CONTRACTOR STAFFING PLAN

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM STAFFING PLAN																					
COMPANY NAME		AppleOne Employment Services																			
COMPANY ADDRESS		18518 Hawthorne Blvd., Torrance, CA 90504																			
PROJECT		Clerical Services																			
DEPARTMENT NAME		Probation																			
FACILITY/LOCATION	EMPLOYEE NAME	POSITION TITLE	EMPLOYER (EIN#)	HOURS PER WEEK	FULL TIME PART TIME	HOURLY RATE	SOURCES										COUNTY TOTAL AMT	PROBATION TOTAL AMT	TOTAL AMT	HIRE DATE	TERMINATION DATE
							2024	2025	2026	2027	2028	2029	2030	2031	2032	2033					
San Gabriel Valley	Molera Rivas AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	8/15/2013	N/A
Santa Monica	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	1/8/2012	N/A
South Bay	Rosales Cannon AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	9/24/2013	N/A
South Bay	Puri Ramirez AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	8/17/2012	N/A
South Bay	Stefene Reynoso AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	3/5/2015	N/A
South Bay	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	9/24/2013	N/A
South Central	Crystal Rodriguez AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	1/8/2012	N/A
South LA	Kenya McNeal AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	8/24/2025	N/A
South LA	Ana Crespin AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	5/11/2013	N/A
South LA	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	2/12/2016	N/A
West LA	Donna Anderson AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	6/25/2015	N/A
West LA	Kath Warren AB109	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	12/28/2012	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	1/8/2012	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	1/8/2012	N/A
West San Gabriel Valley	TBD	Skilled Typist	0	Mon-Fri 8am-5pm	8	1/1	\$13.25	8	8	8	8	8	8	8	8	8	40	0	40	1/8/2012	N/A

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Rev. March 2018

CONTRACTOR'S EEO CERTIFICATIONAppleOne Employment Services

Contractor Name

327 W. Broadway, Glendale CA 91209

Address

95-2580864

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Richard Wilke, Regional Vice President

Authorized Official's Printed Name and Title



Authorized Official's Signature

8/14/17

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT MANAGER:

Name: Tasha Howard
Title: Director
Address: 9150 Imperial Highway, Downey, California 90242
Telephone: 562-940-2728 Facsimile: 562-658-2307
E-Mail Address: Latasha.howard@probation.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: John Baima
Title: Executive Staff Assistant
Address: 1950 E. Imperial Highway
Telephone: 562-940-3632
E-Mail Address: John.Baima@probation.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Craig Norris
Title: Administrative Services Manager III
Address: 7639 South Painter Avenue, Whittier, California 90602
Telephone: 562-907-3133
E-Mail Address: Craig.Norris@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: AppleOne Employment Services

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Teresa Figueroa
Title: Project Manager
Address: 18538 Hawthorne Blvd
Torrance, CA 90504
Telephone: (310) 370-0708
Facsimile: (310) 370-7080
E-Mail Address: tfigueroa@appleone.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Richard Wilke
Title: Regional Vice President
Address: 2538 Hawthorne Blvd.
Torrance CA 90504
Telephone: (310) 370-0708
Facsimile: (310) 370-7080
E-Mail Address: rwilke@appleone.com

Name: Rick Hagmann
Title: Director of Government Solutions
Address: 16371 Beach Blvd., Suite 240
Huntington Beach, CA 9264
Telephone: (866) 493-8343
Facsimile: (714) 596-7798
E-Mail Address: govservices@appleone.com

Notices to Contractor shall be sent to the following:

Name: AppleOne Employment Services
Title: Government Solutions
Address: 16371 Beach Blvd., Suite 240,
Huntington Beach, CA 92647
Telephone: (866) 493-8343
Facsimile: (714) 596-7798
E-Mail Address: govservices@appleone.com

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that AppleOne Employment Services is my sole employer for purposes of this employment.

I rely exclusively upon AppleOne Employment Services for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

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

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

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

8-14-17

NAME: _____

Richard Wilke

Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME AppleOne Employment Services Contract No. _____**GENERAL INFORMATION:**

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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: 08 / 14 / 2017

PRINTED NAME: Richard Wilke

POSITION: Regional Vice President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name AppleOne Employment Services Contract No. _____

Employee Name Richard Wilke

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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


CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: 

DATE: 8, 14, 17

PRINTED NAME: Richard Wilke

POSITION: Regional Vice President

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

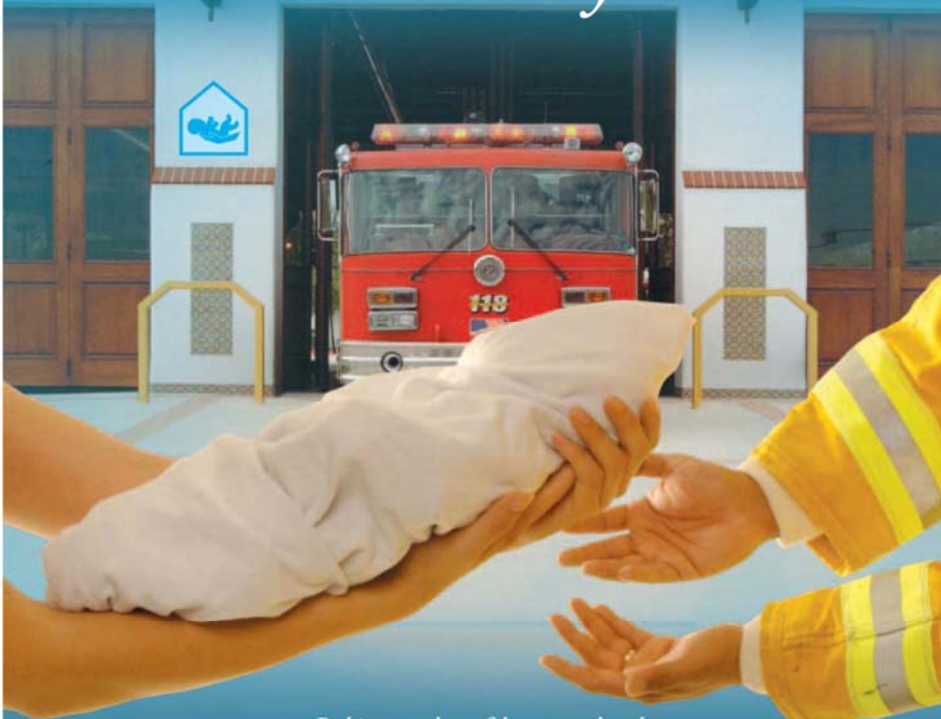
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

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

What happens to the parent or surrendering adult?

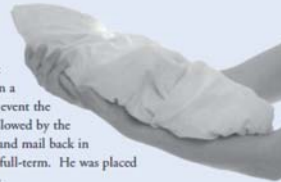
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:**2.201.010 - Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

EXHIBIT J
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3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 5 of 5

2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

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

(Ord. 2015-0061 § 4, 2015; Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - 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. 99-0048 § 1 (part), 1999.)

Living Wage Rates Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, Richard Wilke, Regional Vice President
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by AppleOne Employment Services
Company or Subcontractor
 on the _____ that during the payroll period commencing on the _____
Service, Building or Work Site
 day of _____, and ending the _____ day of _____
Calendar Day of Month Month and Year Calendar Day of Month
 all persons employed on said work site have been paid the full weekly wages
Month and Year
 earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
AppleOne Employment Services from the full weekly wages earned by any
Company Name
 person, and that no deductions have been made either directly or indirectly, from the full wages
 earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
 Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title Richard Wilke, Regional Vice President	Owner or Company Representative Signature: Date: 8/14/17
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

EXHIBITS M THROUGH O

INTENTIONALLY OMITTED

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

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM****2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

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

Page 3 of 3

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

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

Company Name: AppleOne Employment Services		
Company Address: 327 W. Broadway		
City: Glendale	State: CA	Zip Code: 91204
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

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:

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: Richard Wilke	Title: Regional Vice President
Signature: 	Date: 8/14/17

Date: _____

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION


Company Name: AppleOne Employment Services		
Company Address: 327 W. Broadway		
City: Glendale	State: CA	Zip Code: 91204
Telephone Number: (866) 493-8343		Email address:
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Richard Wilke	Regional Vice President
Signature:	Date:
	8/14/17



COUNTY OF LOS ANGELES
 PROBATION DEPARTMENT - HUMAN RESOURCES DIVISION
 9150 East Imperial Highway
 Downey, CA 90242
BACKGROUND REQUEST FORM
 (Fax to 562-803-4558)



Requesting Agency: _____
 Agency Address: _____
 City and Zip Code: _____
 Agency Contact Person: _____
 Telephone No.: _____
 Fax No.: _____
 Lead Agency (If Different): _____

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Provide a valid Government issued photo identification & SOCIAL SECURITY CARD. (example: Driver License or Identification Card)

NO COPIES WILL BE ACCEPTED

Completed by Requesting Agency				Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Available Dates & Times		Appointment Date	Appointment Time
1					
2					
3					
4					
5					
6					
7					
8					
9					

Title 5 PERSONNEL
CHAPTER 5.09.010 THROUGH 5.09.030
SEXUAL HARASSMENT POLICY

5.09.010 Sexual harassment prohibited.

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

5.09.020 Sexual harassment defined.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

5.09.030 Responsibilities of county personnel.

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment. Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the

Title 5 PERSONNEL
CHAPTER 5.09.010 THROUGH 5.09.030
SEXUAL HARASSMENT POLICY

county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:
 - 1. The county's sexual harassment policy is disseminated to every employee in the department;
 - 2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
 - 3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.
- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:
 - 1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
 - 2. Ensuring that all personnel decisions are made in accordance with this policy; and
 - 3. Implementing and/or recommending immediate and appropriate corrective action when warranted.
- D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:
 - 1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
 - 2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
 - 3. Investigating employee complaints of sexual harassment when filed with the OAAC;
 - 4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and

Title 5 PERSONNEL
CHAPTER 5.09.010 THROUGH 5.09.030
SEXUAL HARASSMENT POLICY

5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994.)

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles County Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department
Attn: Contracts & Grants Management Division
9150 E. Imperial Hwy., Rm. D-29
Downey, CA 90242**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that individuals should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be familiar with policies and reporting procedures. Such training shall be provided by the Contractor and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of _____ assigned under the Contract that I **must** receive the above referenced training. I _____ hereby confirm that I have received such training and information on _____, 20____.

NAME (PRINT):	
POSITION:	
SIGNATURE:	DATE:

CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: __________

Signature of COUNTY Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** __________

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** __________

Signature of COUNTY Representative_____
Date**COUNTY
ACTIONS:** __________
_____**CONTRACTOR NOTIFIED OF ACTION:**

COUNTY Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Appleone during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.


(Signature)

Richard Wilke
Name (Print)

Regional Vice President
Title

8-14-17
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Appendix A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment pursuant to Subparagraph 7.4.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.4.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.4.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified

JOB DESCRIPTION

Skilled Typist Definition: Does skilled typing on a typewriter or computer, possesses ability to operate electronic text-editing word processing equipment to produce typed copy, and performs specialized clerical work.

Example of Duties:

Typewrites abstracts of documents requiring extreme accuracy or independent judgment in selecting information.

Operates word processing equipment entering, editing, storing and retrieving data to produce typed copy of a variety of documents using established coding and stored formats.

Produces rough and final typed copy of a variety of documents requiring individualized formats such as letters, forms, charts, and reports; makes entries from typed, written, or dictated material; uses appropriate coding instructions to control spacing and format, and to enter, edit, store, and retrieve data.

Processes documents according to a predetermined but specialized procedure for such purposes as recording and coding court papers.

Checks documents for completeness, accuracy, and compliance with legal and other requirements.

Answers questions and gives information to the public.

Keeps records of a nature requiring specialized knowledge, discrimination and judgment in the selection, compilation, or computation of data to be included.

Operates office machines such as calculators, personal computers, photocopying machines, facsimile machines and scanners.

Compares or segregates documents in Probation files where specialized knowledge of the function and more than a routine check for accuracy are involved.

Performs receptionist duties, answer telephones and takes messages.

Answers telephone inquiries and provides directions to the public.

Processes court documents.

JOB DESCRIPTION

Compile and type reports.

Minimum Requirements

See typical Duty Statement, Exhibit 2

Typing Rate: **Forty (40) net words per minute.**

One year office clerical experience involving a computer or a certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

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DUTY STATEMENT

This exhibit provides typical samples of specific tasks which a clerk will be required to learn and perform within established standards. The actual duty statement will vary depending upon the office. These duties include but are not limited to the following:

Job Function: Juvenile Investigation

1. Processes petitions and referrals from police and other agencies
2. Enter required data into computer
3. Access Juvenile Probation systems and input data
4. Process District Attorney (DA) packets
5. Prepare Division of Juvenile Justice (DJJ) packet
6. Close 652 case
7. Process double JAI/PDJ numbers
8. Process juvenile restitution and fines

Job Function: Juvenile Supervision

1. Process JAI and JCMS alert lists, late lists, and calendar lists
2. Process and distribute Juvenile Court reports and Civil Court reports
3. Process minute orders/box copies
4. Process bench warrant case
5. Set-up case for supervision
6. Enter court disposition into Juvenile Probation systems
7. Process supervision case transfers
8. Process juvenile expirations
9. Close civil court case
10. Process dismissal/termination/DJJ/out-of-County transfer case
11. Process juvenile restitution and fines

DUTY STATEMENT

12. Process placement packets

13. Process forms for Foster Care Information System (FCIS)

Job Function: Adult Investigation

1. Process Application for Probation (IB) and court referrals
2. Process District Attorney files
3. Access and/or input data into the Adult Probation Systems (APS) and the Trial Court Information Systems (TCIS)
4. Process cancellation of probation number
5. Consolidate files
6. Access JDIC terminal upon request for information
7. Process court ordered dispositions
8. Calendar IBs and referrals
9. Process court minute orders

Job Function: Adult Supervision

1. Calendar set-on slips and motions
2. Forward court reports to court (supervision and investigation)
3. Process court orders in APS
4. Process request for missing court orders
5. Process court orders and prepare other case documents
 - File detaining orders
 - Distribute population sheets
 - Balance population sheets
 - Make population sheet corrections
 - Make over detained list

DUTY STATEMENT

- Pull Kardex and detaining order and send to file room
- Update computer – location of minor

Job Function: File Room

- Pick-up file room work from other sections and distribute to appropriate desk
- Pull behavior chart from file and send to unit (if readmit)
- Pull file folders from active files
- File papers and behavior charts in file folder
- Make record searches in response to telephone or special inquiries
- Process contents of Behavior Chart for sealing
- Prepare contents of Behavior Charts for storage and destruction
- Conduct weekly audits of files

Job Function: Personnel Office

- Maintain Monthly Staffing Report
- Maintain Thirty (30) Days Absence Report
 - ✓ Log any staff out for medical and/or industrial Injury 30 days or more
 - ✓ Distribute to Superintendent and Directors, Return to Work Unit and Superintendent
- Type face sheet
- Make copies of Master cards for the current year and previous year
- Pull personnel files
- Distribute file(s) and master card(s) to their Director
- Receive completed evaluation check, sign, and distribute Pay Stubs
- Check to make sure there is a check stub for each staff member
- Distribute to staff, who sign for stubs

DUTY STATEMENT

- Parking Stickers
- Filing
 - ✓ File all paperwork in staff personnel files
- Industrial Injury
 - ✓ Ensure proper completion of forms
 - ✓ Make copies (supervisor and medical files)
 - ✓ Send forms to Return to Work Unit at Probation Headquarters
 - ✓ Log incident on Industrial Tracking Log
- Mail
 - ✓ Distribute all mail received from Headquarters
 - ✓ Maintain Bulletin Board with current and pending information

Personnel Action Request (PARS)

- ✓ Type forms
- ✓ Distribute to Probation Headquarters.
- ✓ Get signature from Superintendent

Job Function: Work Order Clerk

- Upon receiving a Work Order request, the MSB Work Order Clerk shall enter the request into the Work Order Tracking log and contact ISD by phone or fax to report the repair.
- On a daily basis, the Work Order Clerk shall review the log to determine which Work Order requests have not been accomplished.
- Fulfilled Work Orders shall be verified by the Work Order Clerk by entering the living unit and ensuring repairs have been completed. If it's discovered that Work Order requests have not been accomplished, the Work Order Clerk shall follow up with a telephone call to ISD and inquire as to the date the repair will be made and note their discussion in the log.
- The Work Order Clerk shall process all "Emergency" repair requests immediately. The status of these emergency requests for service will be monitored intently until completion.

LIST OF DESIGNATED PROBATION LOCATIONS

AB 109 South LA Office
236 E. 58TH Street
Los Angeles, CA 90011

Probation HQ
9150 E. Imperial Hwy.
Downey, CA 90242

Alhambra – AB 109 PRC
200 W. Woodward Ave.
Alhambra, CA 91801

Antelope Valley Office
42011 4TH St. W. Suite 1900
Lancaster, CA 93534

Antelope Valley Juvenile Area Office
321 E. Avenue K-4
Lancaster, CA 93535

Antelope Valley Regional Office- AB 109
43423 Division St.
Lancaster, CA 93534

Centinela Area Office
1330 W. Imperial Highway
Los Angeles, CA 90044

Central Adult Investigation
320 W. Temple St. Room 180
Los Angeles, CA 90012

Central Placement Office
3965 S. Vermont Ave. 3rd floor
Los Angeles, CA 90037

Central Records
Hall of Records Bldg.
320 W. Temple St. Room 100
Los Angeles, CA 90012

Community Resource & Re-entry Ctr.
450 Bauchet St., Suite 299
Los Angeles, CA 90012

Crenshaw Area Office
3606 W Exposition Blvd.
Los Angeles, CA 90016

Day Reporting Center
5811 S. San Pedro Street
Los Angeles, CA 90011

Citation Diversion - JDRC
6640 Van Nuys Blvd suite 200
Van Nuys, CA 91405

E.L.A. Area Office & G.A.N.G.
4849 Civic Center Way.
Los Angeles, CA 90022

ESF Valley Office
14414 Delano St.
Van Nuys, CA 91401

Firestone Area Office
8526 S. Grape St.
Los Angeles, CA 90001

Foothill Area Office
300 E. Walnut Street Rm. 200
Pasadena, CA 91101

Harbor Area Office
3221 Torrance Blvd
Torrance, CA 90503

Intake Detention and Control
1601 Eastlake Avenue
Los Angeles, CA 90033

Juvenile Interview Center
7100 Van Nuys Blvd Suite 206
Van Nuys, CA 91405

Juvenile Tech Support
45000 60th Street West
Lancaster, CA 93536

Kenyon Juvenile Justice Ctr.—Closed for now
7625 South Central Avenue
Los Angeles, CA 90001

Long Beach Area Office
George Deukmejian Courthouse
275 Magnolia Avenue Suite 1985
Long Beach, CA 90802

Lynwood Regional Justice Ctr.
11701 Alameda Street
Lynwood, CA 90262

Northeast Juvenile Justice Ctr.
1601 Eastlake Ave.
Los Angeles, CA 90033

Pacoima Area Office-AB 109
13557 Van Nuys Blvd
Pacoima, CA 91331

Placement Office
8300 South Vermont
Los Angeles, CA 90044

Pomona Valley Area Office
1660 W Mission Blvd.
Pomona, CA 91766

Pretrial Services Dept. 83— AB 109
433 Bauchet St. Suite 100
Los Angeles, CA 90012

Pretrial Services
3530 Wilshire Blvd Suite 501
Los Angeles, CA 90010

Probation Training Center
3300 Sandoval Avenue
Pico Rivera, CA 90660

Rio Hondo Area Office
8240 S Broadway
Whittier, CA 90606

Riverview Office
12310 Lower Azusa Rd.
Arcadia, CA 91006

San Gabriel Valley Area Office
11234 E Valley Blvd, Suite 302
El Monte, CA 91731

Santa Monica Area Office
1725 Main St.
Santa Monica, CA 90401

South Central Area Office
200 W. Compton Bl., Suite 300
Compton, CA 90220

South Bay Area Office- AB 109
1299 Artesia Blvd
Carson, CA 90746

Valencia Sub-Office
23759 Valencia Blvd.
Valencia, CA 91355

Van Nuys/Haynes Street Area Office
14540 Haynes Street
Van Nuys, CA 91411

Van Nuys Juvenile Investigation Unit
7100 Van Nuys Blvd. Suite 214
Van Nuys, CA 91405

West Los Angeles Area Office- AB 109
11151 Missouri Ave.
Los Angeles, CA 90025

AB 109 HQ
9525 E. Imperial Hwy.
Downey, CA 90242

COUNTY reserves the right to determine actual number of contract employees assigned to each work location and to change the designated locations.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
PROP A REVIEW - CLERICAL SERVICES FOR FIELD AREA OFFICES
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS
FOR THE PERIOD FROM JANUARY 1, 2018 - DECEMBER 31, 2018

COUNTY COSTS**Direct Costs**

Salaries -	(1)	2017-18 Max Salary	(2)	No. of Positions	No. of Months	Total
<u>Classification</u>						
(2) Intermediate Typist Clerk		3,564.36		177.00	2,124	7,570,701.00
						<u>7,570,701.00</u>
		Add: Cost of Living Adjustment (COLA)			(3)	111,079.89
		Add: Night Shift Differential Bonus				-
		Less: MAPP				-
		Less: 5th Step Salary Savings			(4)	<u>(539,706.56)</u>
		Total Direct Salaries				<u>7,142,074.33</u>
Employee Benefits					(5)	<u>3,486,189.32</u>
Bilingual Bonus					\$ 100.00 (6)	<u>79,200.00</u>
		Total Salaries & Employee Benefits				<u><u>10,707,463.65</u></u>
Services & Supplies					(7)	<u>-</u>
Indirect Costs					(8)	<u>-</u>
		Total Estimated Avoidable Costs				<u><u>10,707,463.65</u></u>

CONTRACTING COSTS**Direct Costs**

Contract costs	<u>5,944,390.64</u>
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Indirect Costs

674,169.60

Total Contract Costs (Direct plus Indirect)	<u><u>6,618,560.24</u></u>
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Estimated Savings from Contracting (Avoidable Costs less Contract Costs)	<u><u>4,088,903.41</u></u>
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Percent of Savings	38.19%
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CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Clerical Services Bidder's list is attached.
(Attachment III-A)

- III. On final analysis and consideration of award, AppleOne Employment Services was selected without regard to sex, religion, race, color, or creed.

- IV. The Organization Information Form for AppleOne Employment Services is attached as Attachment III-B

**BIDDER'S LIST
ATTACHMENT III-A**

	Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Fax Number	Contact E-Mail
1	A.P.R. CONSULTING, INC.	22632 GOLDEN SPRINGS DRIVE, STE. 330	DIAMOND BAR	CA	91765				-
2	A.P.R. CONSULTING, INC.	3200 El Camino Real, Suite 130	Irvine	CA	92602				-
3	Accountants Inc.	111 Anza Boulevard, Suite 400	Burlingame	CA	94010		(562) 468-0111		-
4	Act 1 Personnel Services	18520 Hawthorne Blvd.	Torrance	CA	90504	Candice Moore	310.371.2151		www.act-1.com
5	Act 1 Personnel Services	18522 Hawthorne Blvd.	Torrance	CA	90504				-
6	ADECCO	801 N. Brand Blvd., Suite 185	Glendale	CA	91203				-
7	Alternatives & Solutions, Inc.	4497 Emerald Street	Torrance	CA	90503				-
8	Apple One - Human Resources Consultant	888 South Figueroa Street, Suite 170	Los Angeles	CA	90017				-
9	Career Advantage Personnel Service	1215 East Airport Drive, Ste. 125	Ontario	CA	91761				-
10	Career Strategies	21031 Ventura Blvd., Suite 1005	Woodland	CA	91364	Dionne Thanstrom	818.883.0440		-
11	Cawley Personnel Services	180 S, Lake Avenue	Pasadena	CA	91101				-
12	CGF Business Solutions, Inc.	3631 Agnes Ave.	Lynwood	CA	90262	Ann Starkey			-
13	Change Lanes	43424 Copeland Circle, Suite A	Lancaster	CA	93535	Cynthia Spears			-

**BIDDER'S LIST
ATTACHMENT III-A**

14	Charlotte Asberry	3530 W. 27th Street	Los Angeles	CA	90018				-
15	Chrysalis Labor Connection	516 S. Main Street	Los Angeles	CA	90013				-
16	Compton Chamber of Commerce	205 South Willowbrook	Compton	CA	90220				-
17	DNICA	5606 Geer Avenue	Los Angeles	CA	90016				-
18	E. Reider Enterprises	4660 W. Point Loma Blvd.	San Diego	CA	92107				-
19	Eagle Transcribing Services	19252 Worchester Lane	Huntington Beach	CA	92627				-
20	Emerald Agency	6080 Center Drive, 6th Floor	Los Angeles	CA	90045				-
21	Extra Job Employment Agency	13458 Verdura Avenue	Downey	CA	90242				-
22	Helpmates-Staffing Services	700 S. Flower St., Suite 410	Los Angeles	CA	90017	Julia Bolden, Branch Manager			-
23	IDI Personnel Services	3550 Santa Anita Ave., Ste. A	El Monte	CA	91731				-
24	Jacqueline B. & Associates, Inc.	1010 Cumberland Road	Glendale	CA	91202				-
25	Jaro's Professional Word Processing Service	3436 West 43rd Street	Los Angeles	CA	90008				-
26	Jasco Word Processing Services	1904 East San Luis Street	Compton	CA	90220				-
27	Jean Houston, Fifth Supervisorial District	869 K. Hahn Hall of Administration	Los Angeles	CA	90012				-

**BIDDER'S LIST
ATTACHMENT III-A**

28	Jorema, Inc.	2419 11th Avenue	Los Angeles	CA	90018				-
29	KIMCO	12070 Telegraph Road, Suite 300	Santa Fe Springs	CA	90670				-
30	Ladera Career Paths	6820 La Tijera Blvd., Ste. 217	Los Angeles	CA	90670				-
31	Latino Chamber of Commerce	P.O. Box 173	Compton	CA	90223				-
32	Lisa Eredia Secretarila Service	14256 Amar Road	La Puente	CA	91746				-
33	Michael Davis, Second Supervisorial District County of Los Angeles	7807 South Compton Ave.	Los Angeles	CA	90002				-
34	Micro Tech	2103 Dean Mead Street	Lakewood	CA	90712				-
35	National Personnel Services	2225 Via Fernandez	Palos Verdes Estates	CA	90274				-
36	National Secretarial Sevice	5214 Yolanda	Tarzana	CA	91356				-
37	Newpoint Management, LLC	144 Greenbriar Lane	La Puente	CA	91744				-
38	Overflow Business Services	197 Racquet Club Drive	Compton	CA	90220				-
39	Personalized Business Services	3982 Degnan Blvd.	Los Angeles	CA	90008				-
40	Personnel Plus	12052 East Imperial Hwy.	Norwalk	CA	90650				-
41	Precision Plus Word Processing	131 West Mariposa Street	Altadena	CA	91101				-

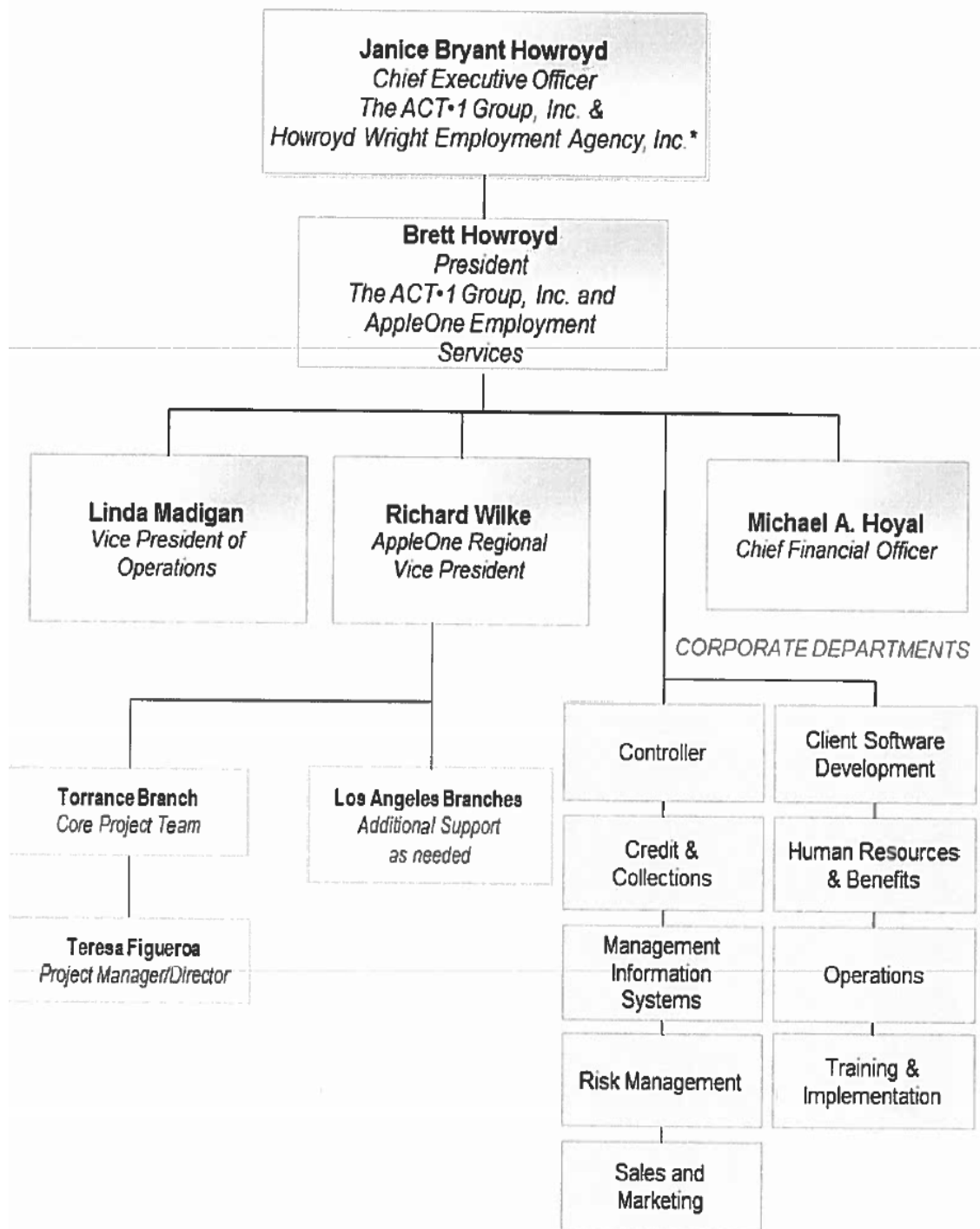
**BIDDER'S LIST
ATTACHMENT III-A**

42	Professional Services Group	1170 S. Windsor Blvd.	Los Angeles	CA	90019				-
43	Progressive Business Services	8613 South Cimarron Street	Los Angeles	CA	90047				-
44	RCA & Associates	5608 Valley Glen Way	Los Angeles	CA	90043				-
45	Reliable Admin. Resources	6245 Mulan Street	Corona	CA	92880	Patrice Davezan			-
46	Right Choice Business Services	5813 Jadette Street	Alto Loma	CA	91737				-
47	Riley Office & Management Control	115 W. California Ave., #147	Pasadena	CA	91105				-
48	Roberts & Associates	1227 S. Arlington Avenue	Los Angeles	CA	90010				-
49	Rose & Kindel Marketing	665 3rd St., Suite 100	San Francisco	CA	94107				-
50	Sage Personnel Resources	27201 Tourney Road, Suite 202	Valencia	CA	91355				-
51	Select Temporary Services	6180 Laurel Canyon, Ste. 165	North Hollywood	CA	91606				-
52	SEO Transcribing Service	23123 Frisca Drive	Valencia	CA	91355				-
53	Simpson & Simpson	3600 Wilshire Blvd., Ste.1710	Los Angeles	CA	90010				-
54	Son Roms Business Services	249 E. 158th Street	Gardena	CA	90248				-
55	T & R Secretarial Pool	823 East 95th Street	Los Angeles	CA	90002				-
56	Taylor Dane Personnel Services	336 North Poinsetta Place	Los Angeles	CA	90036				-

**BIDDER'S LIST
ATTACHMENT III-A**

	Tenacious Staffing	3350 E. 7th Street, #146	Long Beach	CA	90804	Naomi Hill	562-270- 4008	562-490- 8373	nhill@tenaciousstaffing.com
57	The Wentworth Company, Inc.	479 West 6th Street	San Pedro	CA	90731				-
58	Ultimate Staffing Services	55 Southlake	Pasadena	CA	91101	Paulette Gutierrez	626-449- 9898	626-449- 4510	Pgutierrez@ultimatestaffing.com
59	VOLT	100 Corporate Pointe, Suite 330	Culver City	CA	90230	Laura Mayo	310-337- 7965	310-337- 1460	Lmayo@volt.com
60	Washington Associates	1207 W. 83rd Street	Los Angeles	CA	90044				-
61	Word Processing Unlimited	20924 Vanowen St., Suite 200	Canoga Park	CA	91303	Marla Win			-

ORGANIZATIONAL CHART
ATTACHMENT III-B



*AppleOne Employment Services is a dba of this corporation

ATTACHMENT IV

Bid Detail Information**Bid Number :** 6401603**Bid Title :** Clerical Services at Designated Probation Locations**Bid Type :** Service**Department :** Probation**Commodity :** TYPING AND WORD PROCESSING SERVICE**Open Date :** 5/13/2016**Closing Date :** 7/1/2016 12:00 PM**Bid Amount :** N/A**Bid Download :** [Available](#)

Bid Description : The Los Angeles County Department of Probation (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide clerical services at forty-two (42) designated Probation locations. The Contractor is expected to provide Probation the most efficient and economical service by providing one hundred and forty-eight (148) clerical personnel experienced clerical staff that are qualified skilled typists, and be available for long-term interim assignments.

A Mandatory Proposers' Conference is scheduled for Thursday, June 2, 2016, at 1:00 p.m. PT at the Probation Training Center, 3300 Sandoval Ave., Pico Rivera, CA 90660. To make reservations for the Mandatory Proposers' Conference, notify Yvonne Humphrey at (562) 658-4321 by Tuesday, May 31, 2016, 12:00 p.m., PT.

Contact Name : Yvonne Humphrey**Contact Phone# :** (562) 658-4321**Contact Email :** YVONNE.HUMPHREY@probation.lacounty.gov**Last Changed On :** 5/13/2016 2:53:46 PM[Back to Last Window](#)