COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

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

ADOLFO GONZALES
Chief Probation Officer

April 05, 2022

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 MORRISON HEALTHCARE, INC. TO PROVIDE FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a contract with Morrison Healthcare, Inc. (Morrison) to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that food services provided under the recommended contract will be more economically performed by Morrison rather than by County employees.

2. Approve and instruct the Chair to sign the attached contract (Attachment I) with Morrison to provide food services at Barry J. Nidorf Juvenile Hall for an initial estimated contract amount of $1,800,000, commencing on May 1, 2022 through April 30, 2023.

3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, at an estimated annual amount of $1,800,000 upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract to decrease or increase either the contract amount or the contract period, not to exceed

10% of the per unit cost and/or 180 days to the period of performance, pursuant to the terms contained therein, upon approval as to form by County Counsel.

5. Delegate authority to the Chief Probation Officer, or their designee, to approve: 1) non-material, technical, and administrative changes to the contract, 2) necessary changes to the scope of service, and if necessary, 3) termination of, in whole or in part, the contract with Morrison.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with Morrison to provide food services at Barry J. Nidorf Juvenile Hall (BJNJH) for the County of Los Angeles Probation Department (Probation).

Probation has contracted for food services at BJNJH since 1981. BJNJH is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at BJNJH.

Probation provides oversight of the contractor and will ensure accountability for the services provided. Approval of this contract will enable Probation to continue receiving food services at BJNJH. The recommended contract will commence on May 1, 2022 or following approval by your Board, whichever is later.

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 III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The estimated annual cost of this contract is $1,800,000. The annual savings to the County is estimated at $357,000 (Attachment II). The price per meal at the meal range of 1000-1099 for Youth Meals is $3.74, Youth Meals under National School Lunch Program (NSLP) is $4.07 and the range for Adult Meals is 300-399 at $4.09 per meal. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated.
Funding for this contract is included in Probation's FY 2021-2022 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1981, Probation has contracted for food services at BJNJH. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contractor will also be responsible for all related recordkeeping, and sanitation

requirements.

The initial term of this contract shall be effective May 1, 2022 through April 30, 2023. The recommended contract is authorized by Los Angeles County Charter section 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. All requirements of Los Angeles County Code Section 2.121.380 have been met.

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).

The recommended 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 Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

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

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

CONTRACTING PROCESS

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on August 21, 2020. Through the solicitation and competitive negotiation process, approximately forty (40) letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprises. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, seven (7) potential providers registered for the
Mandatory Proposer's Conference and site visit (Conference) and five (5) potential providers attended the Conference.

Three (3) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Morrison and Trinity Services Group passed the initial screening and proceeded to the final evaluation process. The proposal submitted by Better 4 You Meals did not pass the initial screening and did not proceed to the final evaluation process. The proposals that passed the initial screening were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposer's cost proposal.

Morrison received the highest overall rating. Morrison submitted a responsive proposal that reflected a good understanding of the services to be provided. Morrison demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2022.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract will continue the current level of services to Probation.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG:TH:DS:yh

Enclosures

c: Executive Officer/Clerk of the Board
County Counsel
Chief Executive Officer

ATTACHMENT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

CONTRACT FOR FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1	**APPLICABLE DOCUMENTS**	**2**
2	**DEFINITIONS**	**4**
2.1	Standard Definitions	4
3	**WORK**	**5**
4	**TERM OF CONTRACT**	**5**
5	**CONTRACT SUM**	**6**
5.1	Total Contract Sum	6
5.2	Written Approval for Reimbursement	6
5.3	Notification of 75% of Total Contract Sum	6
5.4	No Payment for Services Provided Following Expiration-Termination of Contract	7
5.5	Invoices and Payments	7
5.6	Intentionally Omitted	8
5.7	Default Method of Payment: Direct Deposit or Electronic Funds Transfer	8
5.8	Exemption to Sales Tax	9
6	**ADMINISTRATION OF CONTRACT - COUNTY**	**9**
6.1	County Administration	9
6.2	County's Contract Manager	10
6.3	County's Program Manager	10
6.4	County's Contract Monitor	10
7	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**11**
7.1	Contractor Administration	11
7.2	Contractor's Staff	11
7.3	Approval of Contractor's Staff	11
7.4	Contractor's Staff Identification	11
7.5	Background and Security Investigations	11
7.6	Confidentiality	12
8	**STANDARD TERMS AND CONDITIONS**	**14**
8.1	Amendments	14
8.2	Assignment and Delegation/Mergers or Acquisitions	15

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.3	Authorization Warranty	16
8.4	Budget Reductions	16
8.5	Complaints	17
8.6	Compliance with Applicable Law	17
8.7	Compliance with Civil Rights Laws	18
8.8	Compliance with the County's Jury Service Program	19
8.9	Conflict of Interest	20
8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	21
8.11	Consideration of Hiring GAIN-GROW Participants	21
8.12	Contractor Responsibility and Debarment	22
8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	24
8.14	Contractor's Warranty of Adherence to County's Child Support Compliance Program	25
8.15	County's Quality Assurance Plan	25
8.16	Damage to County Facilities, Buildings or Grounds	26
8.17	Employment Eligibility Verification	26
8.18	Counterparts and Electronic Signatures and Representations	26
8.19	Fair Labor Standards	27
8.20	Force Majeure	27
8.21	Governing Law, Jurisdiction, and Venue	28
8.22	Independent Contractor Status	28
8.23	Indemnification	28
8.24	General Provisions for all Insurance Coverage	29
8.25	Insurance Coverage	33
8.26	Liquidated Damages	35
8.27	Most Favored Public Entity	36
8.28	Nondiscrimination and Affirmative Action	36
8.29	Non Exclusivity	38
8.30	Notice of Delays	38

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.31	Notice of Disputes	38
8.32	Notice to Employees Regarding the Federal Earned Income Credit	38
8.33	Notice to Employees Regarding the Safely Surrendered Baby Law	38
8.34	Notices	39
8.35	Prohibition Against Inducement or Persuasion	39
8.36	Public Records Act	39
8.37	Publicity	40
8.38	Record Retention and Inspection-Audit Settlement	40
8.39	Recycled Bond Paper	42
8.40	Subcontracting	42
8.41	Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program	44
8.42	Termination for Convenience	45
8.43	Termination for Default	45
8.44	Termination for Improper Consideration	47
8.45	Termination for Insolvency	47
8.46	Termination for Non-Adherence of County Lobbyist Ordinance	48
8.47	Termination for Non-Appropriation of Funds	48
8.48	Validity	48
8.49	Waiver	49
8.50	Warranty Against Contingent Fees	49
8.51	Warranty of Compliance with County's Defaulted Property Tax Reduction Program	49
8.52	Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	49
8.53	Time off for Voting	50
8.54	Compliance with County's Zero Tolerance Policy on Human Trafficking	50
8.55	Intentionally Omitted	50
8.56	Compliance with Fair Chance Employment Practices	50
8.57	Compliance with the County Policy of Equity	51
8.58	Prohibition from Participation in Future Solicitation(s)	51

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.59	COVID-19 Vaccinations of County Contractor Personnel	51
9	**UNIQUE TERMS AND CONDITIONS**	**53**
9.1	Compliance with the County's Living Wage Program	53
9.2	Health Insurance Portability and Accountability Act of 1996 ("HIPAA")	60
9.3	Intentionally Omitted	61
9.4	Intentionally Omitted	61
9.5	Intentionally Omitted	61
9.6	Intentionally Omitted	61
9.7	Intentionally Omitted	61
9.8	Intentionally Omitted	61
9.9	Intentionally Omitted	61
9.10	Gratuities	61
9.11	Suspension and Debarment Certification	62
9.12	Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by Contractor	62
9.13	Equipment and Other Personal Property	63
9.14	Amortization – County Property	64
9.15	Equipment Replacement	65
9.16	Equipment Purchase Option	65
9.17	State and Federal Regulations	65
9.18	Prevailing Wages for Covered Crafts	66
9.19	Termination for Cause	67
SIGNATURES		68

/

/

CONTRACT FOR FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL
TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A Statement of Work (SOW).....

B-B2 Pricing Sheets.....

C Contractor's Proposed Schedule.....

D Contractor's EEO Certification .....

E County's Administration .....

F Contractor's Administration .....

G COVID-19 Vaccination Certification of Compliance and Confidentiality Forms.

G1 Contractor Acknowledgement and Confidentiality Agreement .....

G2 Contractor Employee Acknowledgement and Confidentiality Agreement.....

G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement.....

H Jury Service Ordinance.....

I Safely Surrendered Baby Law.....

J Living Wage Ordinance.....

K Living Wage Rate Annual Adjustments .....

L Payroll Statement of Compliance .....

M Intentionally Omitted .....

N Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).....

O Intentionally Omitted .....

P Intentionally Omitted .....

Q Background Request Form .....

R Contract Discrepancy Report .....

S Employee's Acknowledgement of Employer .....

T Defaulted Property Tax Reduction Program/Form .....

U Confidentiality of CORI Information.....

V Performance Requirements Summary (PRS) Chart.....

W-W2 Weekly Menus.....

X Addendum to Menu.....

CONTRACT FOR FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL
TABLE OF CONTENTS OF EXHIBITS

Y Sample Medical/Modified Diets .....

Z Substitution List .....

AA Sample Menu Production Record .....

BB Sample Menu Production Record NSLP .....

CC California Department of Industrial Relations Public Works Payroll Reporting Form .....

DD Equipment and Buildings Maintenance Procedure .....

EE Maintenance Responsibility .....

FF Suspension and Debarment Certification .....

GG Consumable Supplies .....

HH Movement Control Meal Count .....

II Daily Meal Receipt .....

JJ Daily Meal Receipt NSLP .....

KK Permanent Single Agreement for Child Nutrition Programs .....

LL Vendor Professional Standards .....

CONTRACT BETWEEN
COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

This Contract ("Contract") made and entered into this ___ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Morrison Healthcare Inc., hereinafter referred to as "Contractor". Morrison Healthcare Inc., is located at 1727 Axenty Way, Redondo Beach, CA 90278.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may contract with private businesses for Food Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Food Services; 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 Food Services to the County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Food 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.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B-B2, C, D, E, F, G, G1, G2, G3, H, I, J, K L, N, Q, R, S, T, U, V, W, W-W2, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, and LL, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the 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

1.2 EXHIBIT B-B2 - Pricing Sheets

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 - COVID-19 Vaccination Certification of Compliance and Confidentiality Forms

G1 – Contractor Acknowledgement and Confidentiality Agreement

G2 – Contractor Employee Acknowledgement and Confidentiality Agreement

G3 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Living Wage Rate Annual Adjustments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - Intentionally Omitted

1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

1.15 EXHIBIT O - Intentionally Omitted

1.16 EXHIBIT P - Intentionally Omitted

1.17 EXHIBIT Q - Background Request Form

1.18 EXHIBIT R - Contract Discrepancy Report

1.19 EXHIBIT S - Employee's Acknowledgement of Employer

1.20 EXHIBIT T - Defaulted Property Tax Reduction Program/Form

1.21 EXHIBIT U - Confidentiality of CORI Information

1.22 EXHIBIT V - Performance Requirements Summary (PRS) Chart

1.23 EXHIBIT W-W2 - Weekly Menu

1.24 EXHIBIT X - Addendum to Menu

1.25 EXHIBIT Y - Sample Medical/Modified Diets

1.26 EXHIBIT Z - Substitution List

1.27 EXHIBIT AA - Sample Menu Production Record

1.28 EXHIBIT BB - Sample Menu Production Record NSLP

1.29 EXHIBIT CC - California Department of Industrial Relations Public Works Payroll Reporting Form

1.30 EXHIBIT DD - Equipment and Buildings Maintenance Procedure

1.31 EXHIBIT EE - Maintenance Responsibility

1.32 EXHIBIT FF - Suspension and Debarment Certification

1.33 EXHIBIT GG - Consumable Supplies

1.34 EXHIBIT HH - Movement Control Meal Count

1.35 EXHIBIT II - Daily Meal Receipt

1.36 EXHIBIT JJ - Daily Meal Receipt NSLP

1.37 EXHIBIT KK - Permanent Single Agreement for Child Nutrition Programs

1.38 EXHIBIT LL - Vendor Professional Standards

This Contract constitutes 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) signed by both parties and, [if Probation elects to participate in the National School Lunch Program (NSLP), approved by the CDE].

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 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.

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.

2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.

2.1.1.6 **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.

2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.

2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 herein.

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

4 TERM OF CONTRACT

4.1 The term of this Contract shall be for a one (1) year period commencing _May 1, 2022____ through _April 30, 2023____, unless sooner 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 four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.

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

4.2 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 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum 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 - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The annual Contract Sum, inclusive of all applicable taxes, is estimated at **$1,800,000** for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

5.2 Written Approval for Reimbursement

5.2.1 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 Notification of 75% of Total Contract Sum

5.3.1 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 Probation at the address herein provided in Exhibit E (County's Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 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, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals).

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 following address:

County of Los Angeles Probation Department
Attention: Fiscal Department, P-73
9150 East Imperial Highway
Downey, California 90242

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.

5.5.7 **Intentionally Omitted**

5.6 Intentionally Omitted

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is

necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.8 Exemption to Sales Tax

5.8.1 Sales of meals and food products to the County in juvenile facilities may be eligible for exemption to sales tax as follows:

5.8.1.1 When the County is considered as reselling to the students (youth) because of the liability incurred by the relatives of the youth; or

5.8.1.2 When the County is considered as reselling to the U.S. Government under the Federal School Lunch Program.

5.8.1.3 The County will cooperate with the Contractor in providing data on the actual number of meals which may be exempt from taxation during the Contract. Payment shall be made by the Contractor; however, the County shall reimburse to the Contractor any sales tax that is actually paid by the Contractor.

5.8.1.4 Except as herein expressly provided, the County shall have no liability or responsibility for any taxes which may be imposed in connection with or resulting from this Contract or the Contractor's performance hereunder.

6 ADMINISTRATION OF CONTRACT – COUNTY

6.1 County Administration

6.1.1 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.

6.2 County's Contract Manager

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

6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 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 the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Program Manager

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

6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the 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.

6.4 County's Contract Monitor

6.4.1 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 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 Contractor Administration

A listing of all the Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor's Staff

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Background and security investigations of the 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 7.5.1 through 7.5.6 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.

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor'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 the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor 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.

7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 The Contractor or the subcontractor 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 conviction record or any pending criminal trial to the County.

7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars ($49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

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

7.6.1 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, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 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).

7.6.2.3 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).

7.6.3 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 subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) 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, the County Counsel, and to 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.

7.6.4 <u>Confidentiality of Adult and Juvenile Records</u>

By state law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 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.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit U (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.

7.6.6 Violations: The Contractor agrees to inform all of its employees, agents, subcontractors, 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 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 (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.

8.1.4 [If Probation elects to participate in the NSLP, no amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party. Any change that results in a material change or any proposed renewals of this contract may, at the determination of the CDE, either void this Contract or require Probation to rebid the Contract. Following are examples of substantive changes that could require Probation to rebid the Contract:

- The addition of a program

- A major shift in responsibilities for the Contractor/Probation staff

- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 CFR § 3016.36 [g][2][iv] and [v])]

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/ mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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

8.3.1 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

8.4.1 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

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

8.5.2 Complaint Procedures

8.5.2.1 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.

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

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

8.5.2.4 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.

8.5.2.5 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.

8.5.2.6 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.

8.5.2.7 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 the subcontractors, 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 Paragraph 8.6 (Compliance with Applicable Law) 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 to 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

8.7.1 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).

[If Probation elects to participate in the NSLP and the Contractor agrees that in the operation of the NSLP and School Breakfast Program (SBP), no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies, Probation and the Contractor shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Sections 15, 15a, and 15b); and Food Nutrition Section Instruction 113.1 per (7 CFR § 210.23(b)).]

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 deducts from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 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) the 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 ninety (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 subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph 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 paragraph 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 and as codified in 2 CFR, Sections 200.318[c][1] and 400.2; California Government Code, Sections 1090 and 87100. 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 paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

8.10.1 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 Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible,

the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five (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

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

8.12.4.4 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.

8.12.4.5 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.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to the subcontractors of the County Contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in 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:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

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. The 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 to the Board 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.

[If Probation elects to participate in the NSLP, they shall ensure that the contracted food service operation is in conformance with Exhibit KK (Probation's Permanent Single Agreement for Child Nutrition Programs) with the CDE and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16 (a)(3)) to confirm compliance.]

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 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor 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 subcontractor, 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 subcontractor 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 “subcontractor” and “subcontractors” mean subcontractors 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 to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 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 or connected with the Contractor's acts 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

8.24.1 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 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) 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.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 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.

8.24.2.2 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 subcontractor insurance policies at any time.

8.24.2.3 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), and list any County required endorsement forms.

8.24.2.4 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.

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

Yvonne Humphrey, Contract Analyst
Los Angeles County 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) 658-2307

8.24.2.6 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 subcontractors 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.

8.24.3 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 the Contractor's General Liability policy with respect to liability arising out of the 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.

8.24.4 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the 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.

8.24.5 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.

8.24.6 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.

8.24.7 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.

8.24.8 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.

8.24.9 Subcontractor Insurance Coverage Requirements

The Contractor shall include all subcontractors as insureds under the Contractor's own policies, or shall provide the County with each

subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and the Contractor as additional insureds on the subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 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.

8.24.11 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.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 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.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 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:	$4 million
Products/Completed Operations Aggregate:	$4 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 the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If 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. 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. 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 **Intentionally Omitted**

8.25.4.2 **Intentionally Omitted**

8.25.4.3 Property Coverage

The Contractors given exclusive use of the County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real Property and all other personal property shall be insured for their full replacement value.

8.25.4.4 **Intentionally Omitted**

8.25.4.5 **Intentionally Omitted**

8.25.4.6 **Intentionally Omitted**

8.25.4.7 **Intentionally Omitted**

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 County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or 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

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

8.28 Nondiscrimination and Affirmative Action

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

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) 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

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

8.30 Notice of Delays

8.30.1 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

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract 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 and/or the County's Contract 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

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to 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:

https://lacounty.gov/residents/family-services/child-safety/safe-surrender/

8.34 Notices

8.34.1 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 Exhibit 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

8.35.1 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:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 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 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 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.

8.38.2 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).

8.38.3 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.

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

8.38.5 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 paragraph relative to the 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.

8.39 Recycled Bond Paper

8.39.1 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:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every

subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

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

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

8.40.9 [If Probation elects to participate in the NSLP, the following rules apply per 2 CFR § 200.321:

(a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business

enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.]

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

8.41.1 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 a 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:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 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:

8.43.1.1 The Contractor has materially breached this Contract; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 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 paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in 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 subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43 (Termination for Default) 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 (Termination for Default) 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:

8.45.1.1 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;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

8.45.1.4 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 (Termination for Insolvency) 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

8.46.1 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 the 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

8.47.1 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

8.48.1 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

8.49.1 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

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

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.

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

8.52.1 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 County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The 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 the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph 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.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (https://ceop.lacounty.gov/). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate

conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

8.59 COVID-19 Vaccinations of County Contractor Personnel

1. At Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

3. Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.

4. The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with the County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

    a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation or order.

b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

5. In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 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 (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

9.1.2.1 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 County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the 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 Paragraph 9.1.2.5 under the Contract.

9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the

Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this 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.

9.1.2.3 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.

9.1.2.4 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.

9.1.2.5 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 in 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 the Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this paragraph, the County shall have the rights and remedies described in this 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 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 the 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 the 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 subparagraph 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and

regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

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 Gratuities

9.10.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Contractor with the implication, suggestion or statement that the Contractor's provision of the consideration may secure more favorable treatment for the Contractor in the award of the Contract or that the Contractor's failure to provide such consideration may negatively affect the County's consideration of the Contractor's submission. A Contractor shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

9.10.2 Contractor Notification to County

A Contractor shall immediately report any attempt by a County officer, employee or agent 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. Failure to report such a solicitation may result in the Contractor's submission being eliminated from consideration.

9.10.3 Form of Improper Consideration

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

9.11 Suspension and Debarment Certification

If Probation elects to participate in the NSLP, the California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the Contractor each time Probation renews or extends an existing Contract that exceeds one hundred thousand dollars ($100,000). In these instances, Probation must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing Contractor before any transactions can occur between the sponsor and the proponent or the Contractor (7 CFR, Part 3017, Section 3017.510). This certification is required as part of the original proposal, Contract renewal, or Contract extension to assure Probation that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a Federal Agency. The completed certification, Exhibit FF (Suspension and Debarment Certification), is to be attached to the signed Contract and maintained on file by Probation.

9.12 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by Contractor

The Contractor shall describe the equipment, if any, necessary to supplement or replace existing Probation equipment and Probation facility alterations/repairs to support the Contractor's service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items, serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation cost and/or any alterations/repair costs.

9.12.1 Facility Alterations

9.12.1.1 In the event that the Contract results in the alterations/repair of any County facility by the Contractor, then prior to the commencement of any such alterations/repair the Contractor shall obtain prior written approval of the plans and specifications for such alterations/repair from Probation and the Internal Services Department. The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with the County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

9.12.1.2 In the event that the Contract results in any alterations/repair of a County facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars ($10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.

9.12.1.3 The cost of any equipment purchased or facility repair or alterations required by the Contractor, shall be depreciated fully on a straight line basis over the period from the date of acquisitions by the Contractor to the expiration date of 60 months following implementation of the Contract. The financing and acquisition of any such equipment and the alterations/repair of any County property will be subject to the provisions of the State Constitution, statutes, regulations and County ordinances as well as prior approval of the County including the Chief Probation Officer and other concerned officers.

9.13 Equipment and Other Personal Property

9.13.1 Except as otherwise provided below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by the County, and which may be or may become County property, may be acquired by the County's Internal Services Department either from the Contractor or

from any other provider, except that consumable items pertaining to the performance of services by the Contractor hereunder (e.g., raw food, cleaning supplies) may be acquired independently by the Contractor.

In the acquisition of all equipment and other personal property for services hereunder, the Contractor shall comply with all requirements of the Superintendent or Services Director and the County's Internal Services Department. All deliveries of equipment and other personal property shall be at times and on routes approved by the Superintendent.

9.13.2 All equipment to be used by the Contractor for the performance of services hereunder shall be subject to the prior approval of the Superintendent or Services Director.

9.13.3 The Contractor shall purchase as described pursuant to Section 9.16, Paragraph 9.16.2. The cost of any such equipment which is purchased by the Contractor shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by the Contractor to and including the expiration of 84-months following implementation of the Contract.

The Contractor shall be responsible for normal and appropriate equipment installation. If necessary, the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to install such equipment or the County may deduct such costs from any amounts due to the Contractor from the County hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent. The Contractor shall purchase equipment in a timely manner consistent with the needs of the County. For this Contract's purpose timeliness is defined as 30-45 days following approval of Superintendent or Services Director.

9.14 Amortization – County Property

Any new equipment purchased, installed and amortized by the Contractor in performance of this Contract and/or any alterations, modifications or repairs of the facility will become County property, except as provided in Paragraph 9.16 below. At the expiration of 84 months following implementation of the Contract, title to all such

equipment shall be transferred to the County without any charge to the County.

The Contractor shall submit the New Equipment Inventory Form to the County Program Manager ten (10) working days after receipt of such equipment.

9.15 Equipment Replacement

If the Contractor uses County equipment, etc., the County will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the County to be economically feasible and it has been determined by the County that there has not been negligence on the part of the Contractor. The Contractor must pay the County for the cost of replacing equipment and utensils, less normal depreciation, if the Contractor is found by the County to have been negligent in their use, care, control and/or maintenance.

9.16 Equipment Purchase Option

In the event that the Contract is terminated prior to completion of the 84-month period, the County shall have the option to purchase any such equipment purchased by the Contractor by paying the Contractor the cost of such equipment less accumulated prior payments.

In the event that the Contract is terminated prior to completion of 84-month period and the County does not exercise such option to purchase such equipment, then:

9.16.1 The Contractor may enter County premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.

9.16.2 If the Contractor takes possession of such equipment then the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to restore County's premises to the condition as existed prior to the installation of such equipment or the County may deduct such costs from any amounts due to the Contractor from the County.

9.17 State and Federal Regulations

The Contractor shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any subsequent amendments as may apply to this Contract. Violations of various environmental regulations will be reported to the USDA FNS and the U.S. Environmental Protection Agency (EPA). The Contractor shall not utilize facility listed on the EPA list of Violating Facilities.

[If Probation elects to participate in the NSLP, the Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.]

The Contractor must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or the County will not allow overtime.

9.18 Prevailing Wages for Covered Crafts

9.18.1 The Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, local laws related to labor.

9.18.2 The Contractor, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.

9.18.3 The Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this Contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.

9.18.4 The Contractor shall collect, maintain and submit on a monthly basis to the County Exhibit CC (California Department of Industrial Relations Public Works Payroll Reporting Form) for each covered worker who performs work at Barry J. Nidorf Juvenile Hall along with its certification thereof in the form shown on Exhibit CC (California Department of Industrial Relations Public Works Payroll Reporting Form).

9.18.5 The Contractor, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.

9.18.6 The Contractor, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither the Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, the Contractor shall forfeit to the County the penalty set forth therein.

9.19 Termination for Cause

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the Contractor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contract may also be terminated, in whole or in part, by the Contractor upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 CFR § 3016.43, or 7 CFR § 3016.44(a), pursuant to 7 CFR § 3016.44. The rights

of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the 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, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By: _____

CONTRACTOR:

Morrison Healthcare Inc.

By: DocuSigned by: Tim Pierce 9E06D053A5EE4FB...

Tim Pierce
Name (Typed or Printed)

CEO, Healthcare
Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

By Jason C Carnevale
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	**SCOPE OF WORK**	**71**
2.0	**SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES**	**71**
3.0	**QUALITY CONTROL**	**90**
4.0	**QUALITY ASSURANCE PLAN**	**90**
5.0	**DEFINITIONS**	**92**
6.0	**RESPONSIBILITIES**	**94**
	COUNTY	
	6.1 Personnel	94
	6.2 Furnished Items	94
	CONTRACTOR	
	6.3 Project Director	95
	6.4 Personnel	96
	6.5 Uniforms/Identification Badges	99
	6.6 Materials and Equipment	100
	6.7 Training	100
	6.8 Contractor's Office	101
7.0	**HOURS/DAYS OF WORK**	**101**
8.0	**INTENTIONALLY OMITTED**	**101**
9.0	**UNSCHEDULED WORK**	**101**
10.0	**INTENTIONALLY OMITTED**	**101**
11.0	**GREEN INITATIVES**	**101**
12.0	**PERFORMANCE REQUIREMENT SUMMARY**	**103**

EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide approximately 1,000 youth meals and approximately 300 adult meals each day at Barry J. Nidorf Juvenile Hall (BJNJH). The anticipated average number of meals to be served per day is 1,300. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figure due to unpredictable facility population fluctuations.

If Probation elects to participate in the National School Lunch Program (NSLP), the Contractor shall comply with all regulations and requirements of the NSLP as directed by Probation. The Contractor shall provide the actual cost of all foods purchased and used in the execution of this Contract. In addition, all food service costs shall be broken down by "Program Costs" versus "Non-Program Costs", per 7 CFR § 250.51, 7 CFR § 510.14 (f) and as required by the California Department of Education (CDE). Program Costs are any costs (including staff labor) related to providing meals that are counted toward the reimbursement claim for meals provided under the NSLP. Generally, Program Costs are all costs associated with preparing NSLP Breakfasts and NSLP Lunch meals for youth participating in the NSLP, including medical and special diet meals provided during the NSLP breakfast and NSLP lunch meal periods. Non-Program Costs are any costs not related to providing meals under the NSLP. Generally, Non-Program Costs (including staff labor) are costs associated with providing morning supplements for youth, dinners for youth, some sack meals for youth even if served at breakfast or lunch; sack meals for adults; lunch, breakfast and dinner meals for adults, and staff dining room meals and beverages are all considered non-program costs.

2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES

2.1 The Contractor shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 19 serving areas for youth and adults each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals, unless an hours of sleep (HS) snack is provided.

2.1.1 The Contractor shall provide early breakfasts and late lunches in one or two of the serving areas as identified by the Superintendent and/or Services Director.

2.1.2 A noon meal shall be served to staff members and guests on weekdays in the staff dining room.

2.1.3 A soup and salad bar shall be set up at noon and served to staff members and guests on weekdays in the staff dining room.

2.1.4 Night meals shall be served at a time designated by the Superintendent and/or Services Director at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal.

2.1.5 The Contractor shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent and/or Services Director.

2.1.6 The Contractor shall not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event per 7 CFR § 210.21[e] if Probation elects to participate in the NSLP.

2.1.7 The Contractor shall provide youth special holiday meals as instructed by Probation's Food and Nutrition Services Director. Holiday meals must be pre-approved by Probation's Registered Dietitian and will be planned at least one month in advance. A sample of holiday menus to be provided include the following: Spring Holiday, Memorial Day, 4th of July, the Winter Holiday, Thanksgiving, and others as instructed by Probation's Food and Nutrition Services Director.

2.1.8 Medical and Modified Diets/Diet Manuals

Medical and modified diet meals, such as diabetic or religious meals, may be required and shall be prepared by the Contractor as ordered by authorized medical personnel on an as-needed basis. The Contractor shall consult Probation's Food Services Consultant to ensure that appropriate diet requirements are met.

An up-to-date Medical Diet Manual developed by Probation's Registered Dietitian and approved by a physician authorized by Probation shall be used by the Contractor. The Medical Diet Manual shall be kept in the facility kitchen and used for the preparation of medical and modified diet meals as required by the Juvenile Title 15 guidelines. Refer to Exhibit Y (Sample Medical /Modified Diets) for a sample of the types of medical and modified diets to be provided at this facility. The specific medical and modified diets to be provided by the Contractor are as indicated in the Medical Diet Manual and as prescribed the attending physician via diet order. The approved medical and modified diets that must be provided are subject to change.

2.2 Daily Meal Orders

The estimated daily number of meals needed for breakfast, lunch, dinner, night meals, sack lunches and meals to be served in the staff dining room will be provided to the Contractor at least two (2) hours prior to the time these meals are to be served or by standing order.

2.3 Provision of Staff Dining Room Meals

The Contractor shall ensure that meals served in the staff dining room are only to those employees or guests who present a meal ticket, sign for their meal on the sign-in sheet located in the staff dining room, or present written approval from the Superintendent or Services Director to receive a meal.

2.4 Daily Count of Meals Provided

2.4.1 The number of meals ordered and provided, including special diet meals and staff dining room meals constitute the number of actual meals that shall be counted and reported each day under the Contract.

2.4.2 The Contractor and the Superintendent and/or Services Director will reconcile the actual meals ordered and provided each day. In the event of any dispute regarding the number of meals ordered and provided and the subsequent charges, the Superintendent or designee shall resolve any discrepancy by using the sum of the count of the actual number of meals received by Probation as determined by the daily meal order, daily staff dining room meal tickets received, daily sign-in sheet signatures and daily written meal approvals received by the Contractor.

2.5 Supply of Food Items

The Contractor shall provide all food for meals specified in this Contract. The Contractor shall not accept for preparation, reheating or storage any food items not purchased by the Contractor.

2.6 Meal Times

The Contractor shall provide meals at fixed times seven (7) days a week usually at 6:30 a.m., 11:35 a.m. and 5:00 p.m. as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent and/or Services Director.

2.7 Menu

2.7.1 The Contractor shall follow Exhibit W (Weekly Menu) or Exhibit W1 (Weekly Menu, NSLP) as well as the indicated portion sizes therein. The enclosed menu is a sample of a typical Probation menu. Exact menu foods can and will change, however the meal patterns remain the same and are in compliance with NSLP, Title 15 or both.

2.7.2 If Probation elects to participate in the NSLP, at breakfast and lunch, the Contractor shall comply with Probation's NSLP Menus as well as the indicated portion sizes therein in addition to any food components, meal patterns and nutritional requirements established by Probation's Registered Dietitian.

2.7.3 Any deviation from the authorized menu (Title 15 or NSLP), requested by any person including the Contractor, shall first be approved by Probation's Registered Dietitian. All approved deviations and/or substitutions shall be documented on the Menu Production Records.

2.7.4 The Contractor shall create a separate 5-week cycle menu for daily planned adult lunch meals served in the staff dining hall. The adult menu shall be based on the 5-week cycle menu for youth and shall include the following components on an entrée (which includes a protein source), two sides (such as potato, rice or dinner roll), a serving of vegetable, a serving of fruit and a beverage. The Contractor shall provide Probation with the per meal cost for the adult menus based on the food items in the attached Exhibit W (Weekly Menu), and if Probation elects to participate in the NSLP, Exhibit W1 (Weekly Menu, NSLP).

2.8 Menu Production Records

Exhibit AA (Sample Menu Production Record) must be completed in full each day and maintained on file to demonstrate that all food items on the day's planned menu have been prepared in a quantity that is adequate to feed the number of youth eating meals on a given day considering the portion size indicated on the menu. Menu Production Records serve to document daily meal production.

If Probation elects to participate in the NSLP, Exhibit BB (Sample Menu Production Record NSLP) shall be used to document that meals claimed for reimbursement meet the requirements of the NSLP.

Menu Production Records must be maintained on file and must be made available for NSLP reviews as well as Probation, Standards and Compliance inspections. All Menu Production Records shall include the following information:

2.8.1 Date and site where the meal is served.

2.8.2 A list of all food items served at each meal period as indicated by the approved 5-week cycle menu. Include any desserts, condiments, snacks or additional items served. Any substitutions shall be noted by strikethrough of the planned menu item and written notation of the substitute served.

2.8.3 The recipe number of each approved standardized recipe used. Note any deviation.

2.8.4 Number of times the recipe was multiplied.

2.8.5 The portion size of each menu item to be served. Note any deviation from the planned menu.

2.8.6 The contribution of each menu item to the appropriate meal pattern(s), Juvenile Title 15 and/or NSLP.

2.8.7 The quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts. The amounts of each food item to be prepared must be computed using the Food Buying Guide.

2.8.8 All menu item substitutions shall be documented on the Menu Production Record. Substitutions must be made in accordance with Probation approved Exhibit Z (Substitution List).

2.8.9 Number of actual meal servings prepared.

2.8.10 Number of servings of leftover, a la carte, and adult portions must be recorded. All leftovers must be listed whether or not they are going to be used at another time.

2.8.11 All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.

2.8.12 The Food Buying Guide must be used as a reference to determine correct amounts of food to prepare.

2.9 Food Quality Standards for Youth 5-Week Cycle Menu

2.9.1 All food items must meet quality, quantity and temperature standards, as established by Probation, NSLP regulations, current California Retail Food Code, Juvenile Title 15 regulations, and the County Board of Supervisors requirements at the time of serving.

2.9.2 Food for youth must be obtained from an "approved source" as per the current California Retail Food Code.

2.9.3 A child nutrition (CN) label or a signed Product Formulation Statement on company letterhead from the manufacturer and Nutrition Facts label must be kept on file to confirm any processed food item meets required standards.

2.9.4 All potentially hazardous food shall be kept at or above 135°F. (hot foods); or held at or below 41° F (cold foods). Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications.

2.9.5 Details regarding the menu, minimum standards, sack meal definitions and holidays subject to menu variations are included as part of Exhibit X (Addendum to Menu).

2.9.6 Prioritize food preparation techniques including grilling, roasting, stir-fry, baking and poaching with minimal deep-frying used as a preparation method.

2.9.7 The Contractor shall comply with sodium levels and standards as indicated in Juvenile Title 15 regulations, sodium target levels defined by the NSLP, and sodium levels required by Probation's Registered Dietitian.

2.9.8 The Contractor shall purchase and serve only 100% fruit juice with no added sweeteners.

2.9.9 The Contractor shall purchase and serve only fat-free or 1% fat milk. Milk shall contain no added sweeteners (unless indicated on the menu). Yogurt shall be sugar free, lite, low-fat or non-fat or as indicated on the menu.

2.9.10 Canned or frozen fruits, purchased and served, shall be packed in their own juices, lite syrup or water or as indicated on the menu.

2.9.11 The Contractor shall purchase and serve plant-based or regular mayonnaise and low-fat, lite and/or low sodium salad dressings and sauces or as indicated on the menu.

2.9.12 All vegetables shall be fresh or frozen and if canned, the Contractor shall purchase and serve only low sodium canned vegetables or as indicated on the menu.

2.9.13 The Contractor shall notify the County of their inability to purchase and serve low fat, low calorie or low sodium food items.

2.9.14 The Contractor shall serve only freshly cracked whole eggs.

2.9.15 The Contractor shall purchase and serve California grown and produced food when that option is available and affordable.

2.9.16 The Contractor shall not purchase or serve foods that meet the U.S. Department of Agriculture (USDA) definition of Foods of Minimal Nutritional Value (FMNV). These foods include: Soda water, water ices, chewing gum, certain candies (hard candy, jellies, gums, marshmallows candies, fondant, licorice, spun candy, candy coated popcorn). For further details, refer to: http://www.fns.usda.gov/cnd/menu/fmnv.htm

2.9.17 The Contractor shall comply with all nutrition guidelines outlined in this agreement, as well as any future Board of Supervisor policies concerning nutrition guidelines, Juvenile Title 15 Regulations, and/or NSLP regulations.

2.9.18 As required by NSLP and Title 15 regulations, Probation requires all prospective food vendors to submit a nutrition facts label with ingredient list along with either a CN (Child Nutrition) label or a Product Formulation Statement (PFS) for any processed food item or food item containing more than one ingredient being offered in response to a solicitation for foods that will be used in meals for youth. The nutrition facts labels, ingredient lists and CN label or PFS documents certify how food items contribute to NSLP meal pattern requirements. If the product is CN labeled, a copy of the CN label must accompany the product offering. If the product is not CN labeled, a PFS must accompany the product offering. All PFS provided must include all requirements set by the NSLP. **Information on CN labeling and PFS can be found at:** http://www.fns.usda.gov/cnd/cnlabeling/foodmanufacturers.htm

2.9.19 Buy American Requirements (If Probation elects to participate in the NSLP)

2.9.19.1 The Contractor shall submit statements for all processed agricultural products at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).

2.9.19.2 The Contractor must notify Probation in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for Probation to consider and provide an explanation for the following:

2.9.19.2.1 Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or

2.9.19.2.2 Why competitive bids reveal the cost of the domestic product is significantly higher (greater than 15% per purchase unit) than the nondomestic product.

2.9.19.3 The contractor will provide certification of domestic origin for products which do not have country of origin labels.

2.10 Portion Sizes

The portion sizes to be served by the Contractor are per approved amounts in the 5-week cycle menus or as otherwise indicated by Probation's Food Services Consultant. These portions are in accordance with NSLP and Title 15 regulations.

2.11 Additional Food Items to be Supplied

2.11.1 Only snacks indicated on the 5-week cycle menus or snacks that have been ordered by a physician for a particular youth who has a condition which requires them to receive supplemental foods/snacks may be provided to youth.

2.11.2 The Contractor shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to youth as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent and/or Services Director.

2.11.3 Only a physician can order special diet meals (i.e. Kosher, Vegan, Halal, etc.), nutritional items, supplements or snacks for a particular youth who has a medical condition that requires such. The method for computing charges for special nutritional items beyond those listed in the 5-week cycle menu must be proposed by the Contractor. Charges will be paid through separate invoice, listing food, supplies and labor to prevent double billing. Separate charges will be pre-approved by Probation's Food Services Consultant.

2.12 Pre-Meal Preparation

2.12.1 All final preparation of hot food shall be done no more than two (2) hours prior to the serving time and final preparation of cold food shall be done no more than four (4) hours before the time of the meal.

2.12.2 All vegetables must be cooked the same day they are to be served.

2.12.3 No food shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.

2.12.4 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator. Leftovers are not to be served to youth. The most current California Retail Food Code (Cal Code) regulations must be observed when handling leftovers.

2.12.5 Probation shall not pay for meals that are spoiled at delivery, do not meet Juvenile Title 15 standards or NSLP (if applicable) per the Contract or otherwise do not fulfill the specifications of the Contract.

2.13 Preparing and Serving Food

2.13.1 Probation shall make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.

2.13.2 The Contractor shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.

2.13.3 The Contractor must maintain food carts in good working condition always, including ability to maintain proper temperatures. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired.

2.13.4 Meals will be served within sixty (60) minutes of being plated.

2.13.5 The Contractor shall operate Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to the Contractor's delivery system.

2.14 After Meal Clean-up

2.14.1 After meals are concluded, the Contractor shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.

2.14.2 The Contractor shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by the Contractor following the serving of each meal.

2.14.3 All pots, pans, dishes, utensils and flatware are to be washed, rinsed, and sanitized in accordance with current California Retail Food Code regulations.

2.14.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each meal.

2.14.5 Trash and garbage from units, pantries and all other areas served by the Contractor shall be removed by the Contractor within one (1) hour after completion of food service. All trash and garbage shall be removed by the Contractor to the facility trash site, stored in impervious containers, and the trash site cleaned.

2.14.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.15 Bonding

Employee bonding is required. The Contractor shall be responsible for furnishing insurance certificate or proof of coverage.

2.16 Control

Probation shall retain control of the nonprofit food service account (cafeteria fund) and the quality, extent and general nature of the food service program.

2.17 United States Department of Agriculture (USDA) Surplus Foods

2.17.1 Acquisition of USDA Foods for Use in NSLP Meals

2.17.1.1 If requested by Probation, the Contractor shall accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service such commodities donated to Probation by the Food and Nutrition Service Section (FNS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. Probation shall order available donated food commodities from the USDA FNS after conferring with representative(s) of the Contractor as to the type and quantity of such commodities which can be incorporated into the meals prepared. Probation shall be invoiced by USDA FNS for payment of any and all costs of delivering such commodities to the Contractor.

2.17.1.2 The Contractor shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, loadout sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by Probation and made available to the Contractor shall be for the benefit of Probation's food service program.

2.17.1.3 The Contractor's books and records which pertain to Probation's food service program shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state, federal authorized Probation representatives at any time, without prior notice, during normal office hours.

2.17.1.4 The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.

2.17.1.5 The Contractor must use all donated beef, pork, and all processed end products, in Probation's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in Probation's food service program.

2.17.1.6 Donated commodities not utilized by the Contractor must be returned to Probation.

2.17.1.7 The Contractor may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this Contract any funds received from the sale of such containers. Before any such sale, the Contractor shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The Contractor may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The Contractor shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.18 Utilization/Control of USDA Commodities

The utilization/control of surplus commodities are subject to the following requirements:

2.18.1 The Contractor shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: the donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.

2.18.2 The Contractor shall complete Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, and Exhibit HH (Movement Control Meal Count) obtained from Probation and forward them to Probation's Registered Dietitian within two days after the close of each month.

2.18.3 The Contractor shall credit Probation the USDA current fair market value of all the USDA donated foods used during each month as shown in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable. Credit by the Contractor shall be against the Contractor's monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the USDA FNS at the time the Contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

The Contractor shall ensure that the procurement of processed end product on behalf of the County, as applicable, will ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of distributing or the County's processing agreements, and will ensure crediting the County for the value of donated foods contained in such end products at the Processing Agreement value per 7 CFR § 250.53 (7).

The Contractor shall ensure that they will not itself enter into the Processing Agreement with the Processor required in subpart C of 7 CFR § 250.

The Contractor shall comply with the storage and inventory requirements for donated foods per 7 CFR § 250.53 (a)(9).

The extension or renewal of the Contract, if applicable, is contingent upon the fulfillment of all Contract provisions relating to donated foods.

2.18.4 Probation shall review and verify the information in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, prepared by the Contractor monthly. After receipt of the monthly invoices from the Contractor, Probation shall forward to USDA FNS on a monthly basis the documentation showing receipt of the credit for the fair market value of the donated foods used for the month along with Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable.

2.18.5 Probation shall pay the USDA FNS service and handling fees for USDA donated foods.

2.18.6 Donated foods ordered by Probation from the USDA FNS shall be delivered to and used at the site for which they were ordered.

2.18.7 The Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.

2.19 Inventory, Accounting and Reporting

If Probation elects to participate in the NSLP, the Contractor will provide Probation with an invoice that contains the following information per 7 CFR § 250.51, 7 CFR § 210.14 (f) and as required by the California Department of Education, the food cost of reimbursable meals, food cost from program versus non-program food, revenues from non-program foods, and total revenue net of any applicable credits.

If Probation is participating in the NSLP and also elects to participate in the USDA Commodity Foods Distribution Program (USDA Food Program), in accordance with 7 CFR § 250.51 (a)(b)(c), the Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Contractor shall identify the method by which they will report discounts, rebates and other applicable credits allocable to the Contract and they must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to Probation.

If Probation elects to participate in the NSLP, the inventory, accounting and reporting requirements of the NSLP must be met by the Contractor and such reports given to Probation's Business Office. The Contractor shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service per Exhibit BB (Sample Menu Production Record NSLP). The worksheets must reflect all NSLP requirements. The Contractor shall maintain records that Probation needs to support its claim for reimbursement. The Contractor must report this information to Probation at the end of each month.

If Probation elects to participate in the NSLP, Probation and the Contractor shall make all accounts and records pertaining to the food service program available to the California Department of Education School Nutrition Program and USDA FNS for audit and review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period for as long as required for resolution of issues raised by the audit.

If Probation elects to participate in the NSLP, interest, fines, penalties, finance charges, that may accrue under this Contract are not allowable expenses to the nonprofit food service account (cafeteria fund). Probation will not pay unallowable expenses from Probation's cafeteria fund.

2.20 Emergency Food Service Plan

2.20.1 The amount and kind of emergency food kept on hand by the Contractor for a two (2) week period shall be agreed upon between Probation's Food and Nutrition Services Section and the Contractor.

2.20.2 The Contractor shall maintain a list of emergency items on hand.

2.20.3 The Contractor shall maintain an emergency menu showing the type of meals to be prepared for breakfast, lunch, and dinner for the two (2) week period.

2.21 Emergency Conditions/Inoperable Facility

2.21.1 Emergency Conditions

In the case of emergency or unusual event, all employees of the Contractor located on-site shall be subject to direction of the Superintendent. The Contractor and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a County labor dispute which affects the delivery of services hereunder, the Contractor may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to the County Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

2.21.2 Inoperable Facility

In the event the County's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of the Contractor, additional expenses to provide the Contract services, as agreed to by the Superintendent, shall be borne by the County in the event the County elects to continue the Contracts; however, should such event outside the control of the Contractor cause the Contracts to be inoperable, the County shall have the right to terminate the Contracts without further obligations for food services.

2.22 Food, Equipment & Utensil Reimbursement

2.22.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the Contract by the Contractor and the County. All of these items will be given a dollar value based on cost of purchase. The County shall receive a credit against the Contract payments based upon this agreed-upon dollar value.

2.22.2 Equipment, Utensils and Non-Consumable Supplies

2.22.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the Contractor and the County at the start of the Contract. Another inventory will be taken at the close of the Contract. All equipment and utensils must be returned to the County in the same condition as received, less consideration for normal wear and tear.

2.22.2.2 The Contractor shall reimburse the County, at a reasonable cost to be determined by the Superintendent, for the missing or broken County equipment, utensils or non-consumable supplies at the close of the Contract or the County may offset said cost against any monies due to the Contractor from the County.

2.23 Maintenance, Repair & Modification of Facility & Equipment

2.23.1 Condition of Kitchen at Contract Inception

The County will provide complete, operable and sanitary kitchen at Contract inception.

2.24 Health Standards and Cleanliness

The Contractor shall meet the County's Department of Health Services standards and State health regulations, including those for cleanliness at all times and with the Board of State and Community Corrections (BSCC), Juvenile Title 15, Article 9 and all current law. It is the Contractor's daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or

rodents. The Contractor will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor. The Contractor shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

2.25 Inspections

2.25.1 Inspection of Food

The Contractor guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section.

2.25.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section at any time. These persons may sample any of the food served for any meal.

2.25.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the Probation's food service program shall be made available for inspection by either County, State or Federal representatives at any time without prior notice during normal office hours.

2.25.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the Contractor shall be subject to inspection by any authorized County staff and staff of other appropriate public entities responsible for inspection of County juvenile facilities.

2.25.5 Inspection of Equipment

The County reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this Contract. The Contractor shall report all building and equipment deficiencies to the Services Director prior to making any alterations for repairs.

2.26 Care and Maintenance of Equipment

The Contractor shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The Contractor will have the direct responsibility for maintaining the above equipment in working condition at all times per Exhibit EE (Maintenance Responsibility).

2.27 Security of Supplies and Equipment

The Contractor is responsible for and must provide security for all supplies and equipment used in the course of the Contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

2.28 Delivery of Supplies to Facility

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Services Director.

2.29 Government Observations

The County and/or personnel from other governmental jurisdictions, other than the Contract Manager may from time to time be authorized by Probation to observe Contract operations. However, these personnel will not unreasonably interfere with the Contractor's performance.

2.30 Photocopy/Duplicating

The Contractor must provide for any necessary photocopying/duplicating at his own expense.

2.31 Laws and Limitations

The Contractor agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. The Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the Contractor believes changes in codes, laws, rules and regulations are needed to

effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the County at its discretion.

2.32 Signature Authority

Probation shall retain signature authority for all contractual agreements entered into in connection with the food service program and on the NSLP Contract, the Free Policy Statement, and the claim for reimbursement. Probation shall be responsible for determining eligibility for free meals.

2.33 Work Outside of Scope of Contract

The Contractor agrees that any work performed outside the scope of the Statement of Work, without the prior written approval of Probation in accordance with Contract, Section 8.1, Amendments, shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against Probation.

2.34 Food Services Plan

The Contractor is responsible for following Probation's Food Services Plan, including the associated policies and procedures therein, which has been approved by Probation and is in compliance with Public Health regulations and the BSCC, Juvenile Title 15, Article 9, Section 1464 guidelines.

2.35 Addition/Deletion of Facilities

The Contractor is responsible for providing food and related services for Barry J. Nidorf Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation.

a. Facilities may be added to the Contract at an amount agreed between Probation and the Contractor at the time of adding the facility. The amount agreed upon shall be consistent with the Contractor's costs for existing services for similar facilities.

b. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by the Contractor.

c. If additional supplies are required on a regular basis, Probation will determine if there is to be an increase in costs.

All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendment.

3.0 QUALITY CONTROL

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

3.1 An inspection system covering all the services listed in Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a schedule or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.

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 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 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 of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.

3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.

3.6 The methods for maintaining 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. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial action taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial 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.

If Probation elects to participate in the NSLP, the Department shall ensure that the contracted food service operation is in conformance with Exhibit KK (Permanent Single Agreement for Child Nutrition Programs) with the California Department of Education and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16 (a)(3)) to confirm compliance.

4.1 <u>Performance Evaluation Meetings</u>

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

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

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

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Exhibit R (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, 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 rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 County Observations

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

5.0 DEFINITIONS

5.1 Acceptable Quality Level Standard (AQLS) - A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.

5.2 Cafeteria Fund - A restricted account used with the National School Lunch Program in which all of the revenue from all food service operations, conducted by Probation principally for the benefit of the youth, is retained and used only for the operation or improvement of the nonprofit food service.

5.3 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor of substandard service.

5.4 Contract Start Date - The date the Contractor begins work in accord with the terms of the Contract.

5.5 Contractor's Project Director - Person designated by the Contractor to administer Contract operations after the Contract award.

5.6 County's Contract Manager - Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.

5.7 County's Contract Monitor – Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.

5.8 County's Program Manager - Person designated by the County to manage the operations under this Contract.

5.9 Food and Nutrition Services Section - County of Los Angeles Probation Department operational section that has the responsibility of overseeing and enforcing the standards and compliance of Probation's Food Service Operations.

5.10 Food Services Consultant - Probation employee who is a Registered Dietitian Nutritionist who provides consultative services to the Department regarding food and nutrition.

5.11 Food Services Manager - Person designated by the Contractor to manage food service operations within Probation. Ensures the operation follows policies and procedures and meets federal and state requirements.

5.12 Liquidated Damages - The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.

5.13 National School Lunch Program (NSLP) - A federally assisted meal program.

5.14 Participant Records - Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.

5.15 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.

5.16 Probation's Registered Dietitian - Probation employee who is a Registered Dietitian Nutritionist and has the responsibility for writing and ensuring compliance with all Probation menus.

5.17 Processing Agreement - An agreement a recipient agency (i.e., Probation) makes to Contract with a commercial food processor to convert raw bulk USDA foods into more convenient, ready-to-use end products.

5.18 Processor - A commercial food processor that converts raw bulk USDA foods into more convenient, ready-to-use end products.

5.19 Quality Assurance Plan - The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).

5.20 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

5.21 Random Sample - A sampling method where each item in a lot has an equal chance of being selected.

5.22 Services Director - Manages the support services at a Probation Department Juvenile Hall.

5.23 Superintendent - The Senior Director of Barry J. Nidorf Juvenile Hall. He/she or his/her designee will make the decisions for the facility.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract – County. 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 Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

The County shall not provide materials, equipment and/or services necessary to operate this Contract except as listed below:

6.2.1 County Provision of Utilities

6.2.1.1 On-Site Provisions

The County will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water. Telephones which handle incoming calls and calls within the facilities shall be provided by the County at the facilities.

6.2.2 County Provision of Services

6.2.2.1 The County shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. Refer to Exhibit EE (Maintenance Responsibility).

6.2.2.2 The County shall provide fuel to operate food trams.

6.2.2.3 The County shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.

6.2.2.4 Pick up of trash and garbage from dumpsters at the facility trash site shall be provided at County's expense.

6.2.2.5 The County shall provide bins, liners and signage for organic waste recycling.

6.2.2.6 Parking for the Contractor personnel will be provided when available. In the event the County implements paid parking, the Contractor will be responsible to pay the parking fee. The County is not responsible for any damage to vehicles owned by the Contractor or the Contractor's employees.

6.2.3 Maintenance of Certifications

The County shall maintain applicable health certifications if the Contractor prepares and serves food on County premises and will ensure the Contractor meets all state and local regulations when preparing and serving meals. If the Contractor prepares or serves food in a facility not located on County premises, the Contractor shall maintain state and local health certifications for the facility and shall maintain the certifications for the duration of the Contracts.

<u>CONTRACTOR</u>

6.3 Project Director

6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including County holidays. An answering service (or voicemail) is not acceptable. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.

6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.

6.3.3 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of food services or functions of similar scope.

6.3.4 The Project Director/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 Project Director/authorized agent shall read, write, speak and understand English.

6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., P.T., Monday through Friday including County holidays, to meet with County personnel designated by the County to discuss problem areas.

6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.

6.3.7 The Project Director shall meet monthly, or as requested by the County, with the County's Program Manager and other designated staff, including the County's Contract Monitor and inspect the facilities to ensure the quality of the services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Program Manager and submitted to the Contractor for remedial action, and a copy will be provided to the Contract Development Section.

6.4 Personnel

6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.

6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit U (Confidentiality of CORI Information).

6.4.3 All personnel must be able to read, write, and speak English.

6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.

6.4.5 The County reserves the right to have the County's Program Manager or a designated alternate 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 7.5 (Background and Security Investigations) of the Contract.

6.4.7 The Contractor shall provide the Superintendent or Services Director, the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.

6.4.8 Personnel provided by the Contractor shall present a neat appearance and be properly attired in their uniforms.

6.4.9 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.

6.4.10 The Food Services Manager or designee shall inspect the food service operation at least on a weekly basis.

6.4.11 A committee consisting of at least two (2) persons hired by the Contractor, one of whom shall be the Food Services Manager and the appropriate Probation staff member(s) shall meet monthly, or as determined by the County, to: (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the County's Program Manager.

6.4.12 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf Juvenile Hall.

6.4.14 Physical Examination

Employees of the Contractor must undergo an initial physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails and mucous membranes; VDRL; Chest X-ray, 14x17 (not mini chest); stool examination for ova parasite, and culture; SGOT and SGPT.

6.4.14.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. The Contractor shall refer to Standard Terms and Conditions and ensure compliance.

6.4.14.2 All physical examinations shall be at the Contractor's expense and proof of compliance will be maintained by the Contractor and available for inspection by the County.

6.4.14.3 In lieu of an annual physical examination, the Contractor may elect the following program:

a. Maintain a record of why each employee is absent.

b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.

c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be subject to investigation and review of records by the County Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a County responsibility.

6.5 Uniforms/Identification Badges

6.5.1 Complete uniforms (pants, tops, etc.) hair coverings required by the County Health Department regulations will be provided at the Contractor's expense. The Contractor shall submit a plan that describes and illustrates the type of uniform that shall be worn by all employees, supervisors, managers who shall enter the County facility to perform any work or services related to this project. The color of all shirts, sweatshirts, and jackets shall match and have the logo and/or name of the Contractor's company on the front and rear of each item. No gang colors (reds and blues) will be accepted.

6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

6.5.3 County's Security Requirements for Contractor

6.5.3.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the Contractor at his expense. Such badge shall be displayed on the Contractor's employees at <u>all</u> times while he/she is within the confines of each facility.

6.5.3.2 The Contractor may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with youth in Barry J. Nidorf Juvenile Hall or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.

6.5.3.3 The Contractor shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who are close friend or relative to the Contractor's staff assigned to Barry J. Nidorf Juvenile Hall.

6.5.3.4 The Contractor shall immediately report to the Services Director any accidents and/or loss of kitchen utensils, equipment, and supplies. The Contractor will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by the Contractor subject to County inspection and review.

6.5.3.5 The Contractor's employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.

6.5.3.6 The Contractor's employees will be required to sign-in and sign-out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff were in the facility.

6.5.3.7 Keys issued by the County to the Contractor's employees for areas other than the kitchen must be picked up and left with the Key Center daily. The Contractor shall immediately report to the Superintendent any loss of keys.

6.5.3.8 The Contractor will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and the Contractor accepts full responsibility of said keys. The Contractor shall acknowledge receipt of keys on a memorandum furnished by the County. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.

6.5.3.9 Reimbursement for costs due to loss of keys: the Contractor shall reimburse the County for any and all costs, as defined by the County, incurred due to loss of keys by the Contractor's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by the County for such repairs or replacement of locks shall be paid by the Contractor upon demand, or the County may offset the cost of such repairs/replacements against any monies due to the Contractor from the County.

6.6 Materials and Equipment

6.6.1 All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by the Contractor at his/her expense.

6.7 Training

The Contractor shall provide Food Safety and Sanitation training for food service workers.

6.7.1 Food Safety and Sanitation training shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.

6.7.2 The Contractor may accomplish this three to four hours' training by accepting County instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by the County.

6.8 Contractor's 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., P.T., Monday to 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.**

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide food services on weekdays, weekends, and County recognized holidays.

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 gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

11.1 Consumable Supplies

Consumable paper and plastic supplies (e.g., dishes, silverware, cups etc.) pursuant to the County specification which will be required at serving locations designated by the Superintendent shall be provided by the Contractor. Serving ware used for plating meals for youth shall be made from recycled materials (if possible, 30% post-consumer materials), fully compostable and safe for food contact. The serving containers shall be at

least two (2) inches deep per Exhibit GG (Consumable Supplies Sample) and deep enough to cover all food items with a lid or wrapping while allowing enough space between the food and covering so as to limit the cover from touching the food inside, thereby avoiding compacting the food. Consistent with the County's effort to become more environmentally friendly, the purchase and/or use of expanded polystyrene food containers (Styrofoam) is prohibited.

11.2 Food/Organic Waste Disposal Procedures

11.2.1 Probation will supply the Contractor with recycling bins and clear green liners for organic waste disposal. A clean liner shall be used at the start of each day's production and may be replaced throughout the day as needed. Liners containing food waste will be removed from each organic waste bin, tied tightly, removed from the kitchen and staff dining room and disposed in the designated organic waste dumpsters outside as often as necessary and at kitchen closing.

11.2.2 The Contractor will ensure that there is an organic/food waste bin as needed at every workstation in the kitchen.

11.2.3 The Contractor will ensure that all kitchen food/organic waste: trimmings, leftovers, out of date food, or food scraps are disposed in the designated food/organic waste bins. All packaging: plastic, paper, foil or boxes will be removed and separated from organic waste prior to disposal.

11.2.4 The Contractor will monitor the food/organic waste bin in the staff dining room for non-food items.

11.2.5 The Contractor will ensure that kitchen food/organic waste bins remain covered or closed whenever not in use. All food/organic waste bins will be washed and sanitized each day. Leaking or damaged bins will be taken out of service and replaced immediately.

11.2.6 The Contractor's Food Services Manager or designee will monitor their staff and visually check bins every day to ensure only food waste is being thrown in the food waste bin. If non-food/organic waste is found in bins, staff must be reminded of and re-trained on the proper way to dispose of food and non-food waste. The Contractor will report issues of non-food/organic waste being deposited into the food/organic waste bins in the living units and staff dining hall to the facility Services Director. Continued kitchen food/organic waste violations or violations resulting in fines to Probation may result in corrective actions.

The Contractor will adhere to any County recycling requirements instituted by Probation.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

12.2 A standard level of performance will be required of 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 to be imposed for unacceptable 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 compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:

12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard 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 substandard levels of performance.

12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize the County to have the service(s) performed by another. The

entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

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

/

/

/

/

/

PRICING SHEET - YOUTH MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. 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 at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX PER MEAL	COST PER MEAL WITH TAX
50-99	$10.005	$0.951	$10.956
100-199	$8.021	$0.762	$8.783
200-299	$6.833	$0.649	$7.482
300-399	$6.043	$0.574	$6.617
400-499	$5.480	$0.521	$6.000
500-599	$5.059	$0.481	$5.540
600-699	$4.733	$0.450	$5.183
700-799	$4.473	$0.425	$4.898
800-899	$4.261	$0.405	$4.666
900-999	$4.085	$0.388	$4.473
1000-1099	$3.735	$0.355	$4.090
1100-1199	$3.687	$0.350	$4.037
1200-1299	$3.633	$0.345	$3.978
1300-1399	$3.519	$0.334	$3.853
1400-1499	$3.418	$0.325	$3.743
1500-Over	$3.329	$0.316	$3.645

Joyce Kruesopon
Print Name of Authorized Signer

Regional Vice President
Title

Signature

9-30-20
Date

PRICING SHEET – YOUTH MEALS UNDER NSLP

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. 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 at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX PER MEAL	COST PER MEAL WITH TAX
50-99	$10.335	$0.982	$11.317
100-199	$8.351	$0.793	$9.144
200-299	$7.163	$0.680	$7.843
300-399	$6.373	$0.605	$6.978
400-499	$5.810	$0.552	$6.362
500-599	$5.389	$0.512	$5.901
600-699	$5.063	$0.481	$5.544
700-799	$4.803	$0.456	$5.259
800-899	$4.591	$0.436	$5.027
900-999	$4.415	$0.419	$4.835
1000-1099	$4.065	$0.386	$4.451
1100-1199	$4.017	$0.382	$4.398
1200-1299	$3.963	$0.376	$4.339
1300-1399	$3.849	$0.366	$4.214
1400-1499	$3.748	$0.356	$4.104
1500-Over	$3.659	$0.348	$4.006

Joyce Kruesopon
Print Name of Authorized Signer

Regional Vice President
Title

Signature

9-30-20
Date

PRICING SHEET – ADULT MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. 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 at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX PER MEAL	COST PER MEAL WITH TAX
1-50	$28.440	$2.702	$31.142
51-100	$26.880	$2.554	$29.434
100-199	$12.810	$1.217	$14.027
200-299	$6.833	$0.649	$7.482
300-399	$3.735	$0.355	$4.090
400-499	$3.687	$0.350	$4.037
500-599	$3.633	$0.345	$3.978
600-699	$3.519	$0.334	$3.853
700-799	$3.418	$0.325	$3.743
800-899	$3.329	$0.316	$3.645
900-999	$3.329	$0.316	$3.645
1000- Over	$3.329	$0.316	$3.645

Joyce Kruesopon
Print Name of Authorized Signer

Regional Vice President
Title

Signature

9-30-20
Date

CONTRACTOR'S PROPOSED SCHEDULE

MODEL STAFFING PLAN
LIVING WAGE PROGRAM

COMPANY NAME: Morrison Management Specialists, Inc. DBA Morrison Health Care, Inc.
COMPANY ADDRESS: 1727 Axenty Way, Redondo Beach, CA 90277
DEPARTMENT NAME: Barry J. Nidorf Juvenile Hall Food Service

Position Title	ROVER	Work Schedule	Hours Worked Per Day	Full Time Part Time	Hourly Rate	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
Supervisor		10:00 - 6:30	8.00	Full Time	$19.00	8.00	8.00	8.00	8.00	8.00	x	x	40.00	0
Supervisor		4:00- 12:30	8.00	Full Time	$18.72	8.00	8.00	8.00	x	x	8.00	8.00	40.00	0
Supervisor		varies	varies	Full Time	$17.88	8.00	x	x	8.00	8.00	8.00	8.00	40.00	0
Lead Cook		4:00 - 12:00	8.00	Full Time	$17.00	8.00	x	x	8.00	8.00	8.00	8.00	40.00	0
Cook		varies	8.00	Full Time	$16.31	x	8.00	8.00	8.00	8.00	8.00	x	40.00	0
Cook		varies	varies	Full Time	$16.31	8.00	8.00	8.00	7.50	x	x	7.50	39.00	0
Baker		6-2:30	7.50	Full Time	$16.31	7.50	7.50	7.50	7.50	x	x	7.50	37.50	0
Food Service Worker		varies	varies	Full Time	$16.31	7.50	7.50	7.50	7.50	7.50	x	x	37.50	0
Food Service Worker		varies	varies	Full Time	$16.31	x	7.50	7.50	7.50	7.50	7.50	x	37.50	0
Food Service Worker		varies	varies	Full Time	$16.31	x	x	7.50	7.50	7.50	7.50	7.50	37.50	0
Food Service Worker		varies	varies	Full Time	$16.31	7.50	7.50	x	x	7.50	7.50	7.50	37.50	0
Food Service Worker		varies	varies	Full Time	$16.31	7.50	7.50	7.50	x	x	7.50	7.50	37.50	0
Food Service Worker	*	varies	varies	Full Time	$16.31	7.00	7.00	7.00	x	7.50	x	7.50	36.00	0
					Totals	77.00	76.50	76.50	69.50	69.50	62.00	69.00	500.00	0.00

PROPOSER'S EEO CERTIFICATION

Morrison Management Specialist, Inc., dba Morrison Health Care, Inc.
Company Name

1727 Axenty Way Redondo Beach, CA 90278
Address

63-1155966
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

	CERTIFICATION	YES	NO
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

Signature

9-30-20
Date

Joyce Kruesopon, Regional Vice President
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S CONTRACT MANAGER:

Name: Latasha Howard

Title: Director, Contracts and Grants Management Division

Address: 9150 East Imperial Highway
Downey, California 90242

Telephone: 562-940-2728 Facsimile: 562-658-2307

E-Mail Address: Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: Lori Vidal

Title: Services Director

Address: 16350 Filbert Street
Sylmar, California 91342

Telephone: 818-364-2005

E-Mail Address: Lori.Vidal@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Craig Norris

Title: Manager

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: Morrison Healthcare Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Chris McCracken
Title: Regional Director of Operations
Address: 1727 Axenty Way Redondo Beach, CA 90278
Telephone: 951 466-6774
Facsimile: _____
E-Mail Address: chrismccracken@iammorrison.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Tim Piece
Title: CEO
Address: 400 Northridge Rd Suite 699 Atlanta, GA, 30350
Telephone: 800 225-4368
Facsimile: _____
E-Mail Address: timpierce@iammorrison.com

Name: John Cipollini
Title: Division President
Address: 400 Northridge Rd Suite 699 Atlanta, GA, 30350
Telephone: 800 225-4368
Facsimile: _____
E-Mail Address: johncipollini@iammorrison.com

Notices to Contractor shall be sent to the following:

Name: Joyce Kruesopon
Title: Regional Vice President
Address: 1727 Axenty Way
Redondo Beach, CA 90278
Telephone: 714 319-2896
Facsimile: _____
E-Mail Address: Joycekruesopon@iammorrison.com

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, _____, on behalf of_____, (the "Contractor"), certify that on County Contract _____ [ENTER CONTRACT NUMBER AND NAME]:

____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

_____
_____
_____
_____

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

_____ _____
Signature Date

_____
Title

_____
Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Morrison Healthcare Inc. 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: 12 / 28 / 2021

PRINTED NAME: _____Tim Pierce_____

POSITION: _____CEO_____

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Morrison Healthcare Inc. Contract No._____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement 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: 12 / 28 / 2021

PRINTED NAME: Tim Pierce

POSITION: CEO, Morrison Healthcare

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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: _____

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.

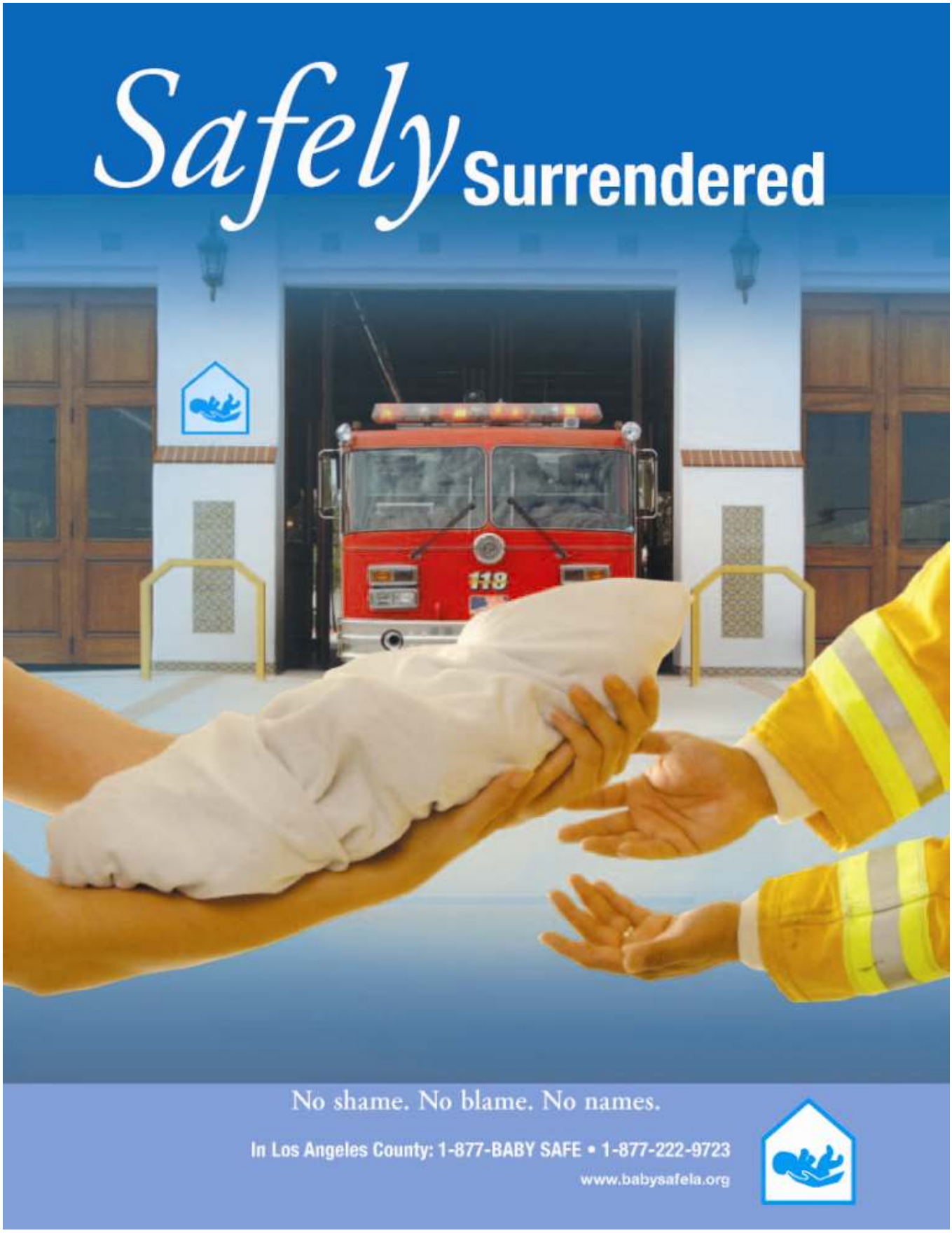
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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.

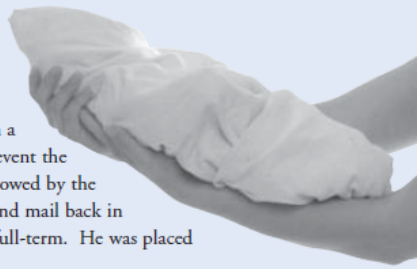
What happens to the parent or surrendering adult?

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

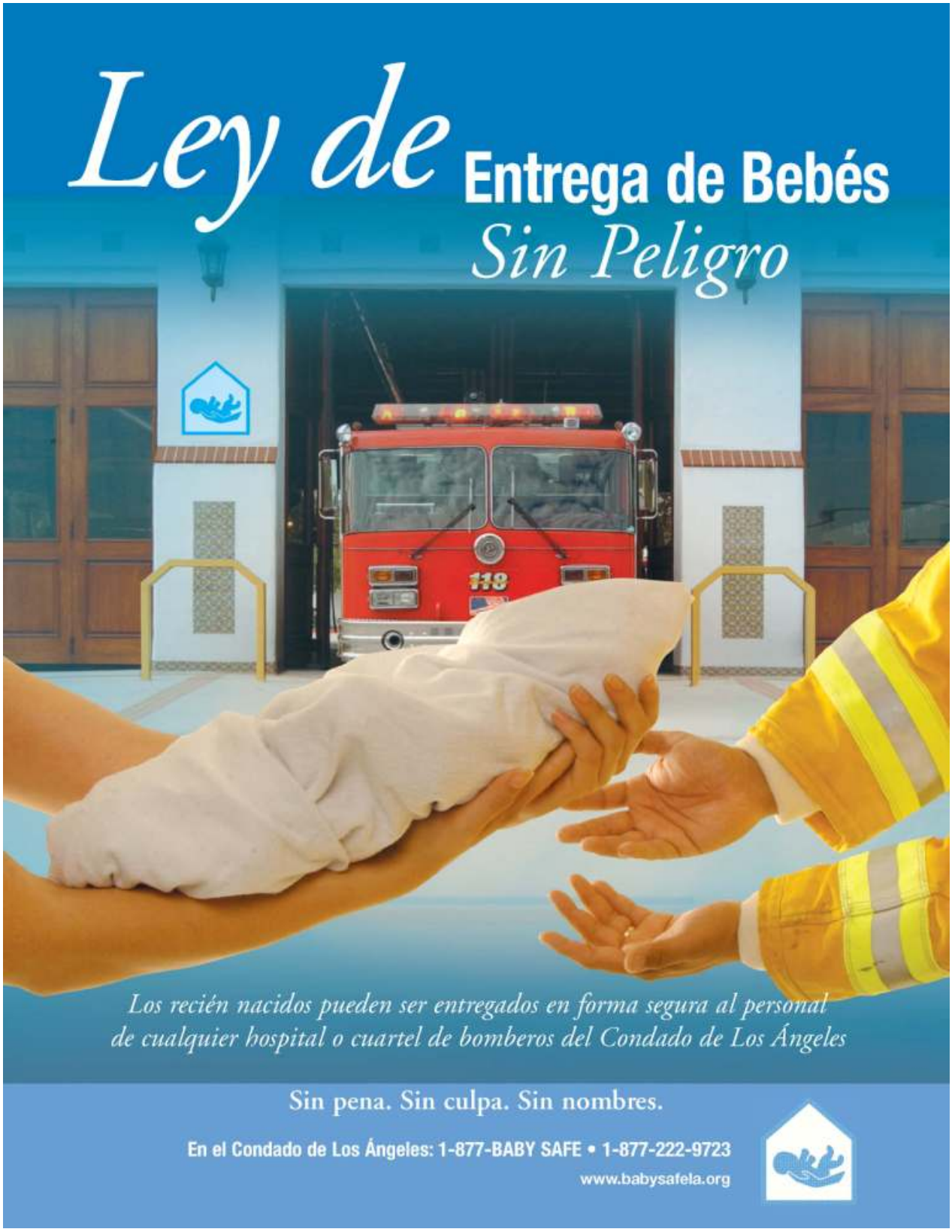
Why is California doing this?

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
118
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 Ángeles: 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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

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

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;

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

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

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 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

   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 Rate 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
January 1, 2020	$16.31
January 1, 2021	$16.62
January 1, 2022	$17.14
January 1, 2023	CPI

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, of each year thereafter.

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, Joyce Kruesopon (Name of Owner or Company Representative), Regional Vice President (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by Morrison Management Specialist (Company or Subcontractor) on the Barry J Nidorf (Service, Building or Work Site) that during the payroll period commencing on the _____ (Calendar Day of Month) day of _____ (Month and Year), and ending the _____ (Calendar Day of Month) day of _____ (Month and Year) all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of Morrison Management Specialist (Company Name) from the full weekly wages earned by any 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 Joyce Kruesopon	Owner or Company Representative Signature: **Date:** 12/22/2021
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.	

INTENTIONALLY OMITTED

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

1.3 "Covered Entity" has the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.

1.7 "Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 "Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 "Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health

Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.

1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.

1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term “unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 “Use” or “Uses” means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations. (See 45 C.F.R § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity’s applicable Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

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

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

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

(d) number, diagnosis, disability code or other types of information were involved);

(e) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov,** that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

(g) the non-permitted Use or Disclosure, Security Incident, or Breach;

(h) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(i) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

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

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

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.

6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered

7.2 Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.3 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.4 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

(a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide

11.3 Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

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

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

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

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

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate’s performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered

18.2 Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.3 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.4 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

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

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

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

19. Audit, inspection, and Examination

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

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

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

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. **MISCELLANEOUS PROVISIONS**

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

20.2 Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.3 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.4 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.5 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.6 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.7 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.8 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

ATTACHMENT B

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT - INTERNAL AFFAIRS BUREAU
9150 East Imperial Highway
Downey, CA 90242

BACKGROUND REQUEST FORM

Email Form to: Vivian.Gonzalez@probation.lacounty.gov

Requesting Agency: _____

Agency Address: _____

City and Zip Code: _____

Agency Contact Person: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Lead Agency (if Different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM - 4:00 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: California Driver's License or Identification Card)

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 _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Morrison Healthcare Inc., is my sole employer for purposes of this employment.

I rely exclusively upon Morrison Healthcare Inc. 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 Morrison Healthcare Inc. and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: 12/28/2021

NAME: Tim Pierce
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.

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

Company Name: MORRISON MANAGEMENT SPECIALISTS, INC.dba Morrison Health Care, Inc.		
Company Address: 1727 Axenty Way		
City: Redondo Beach	State: CA	Zip Code: 90278
Telephone Number: 714-319-2896	Email address: JoyceKruesopon@IamMorrison.com	
Solicitation/Contract for Food 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 the 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: Joyce Kruesopon	Title: Regional Vice President
Signature:	Date: 9-30-20

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 _____, 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 documents 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)

_____
Name (Print)

_____
Classification

_____
Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Menu Preparation (Youth) (Appendix A, 2.7, 2.8)	a) Menu b) Menu Production Record c) Recipes d) Product Formulation Statements e) Nutrition Labels	Adhere to approved 5-week cycle menu (Technical Exhibit 4 or 4a); No unauthorized omissions or substitutions	4%	- User and/or Staff Complaints - Random Inspections - Random Sample	Accelerated damages schedule: 1st incident - $50 2nd incident within the same month - $100 3rd incident and each incident thereafter within the same month - $200
Menu Preparation (Adult) (Appendix A, 2.7.4)	a) Menu b) Menu Production Record	Adhere to approved 5-week cycle menu which is based on Technical Exhibit 4 or 4a No unauthorized omissions or substitutions	4%	- User and/or Staff Complaints - Random Inspections	Accelerated damages schedule: 1st incident - $50 2nd incident within the same month - $100 3rd incident and each incident thereafter within the same month - $200
Food Quality Standards (Appendix A, 2.9)	a) Food Invoices b) Meal c) Nutrition Labels Product Formulation Statements d) TPHC Logs e) Menu Production Records f) Surveys;	As established by Probation, County, National School Lunch Program, County and/or State Regulations (Technical Exhibit 5)	0%	- User Complaints - Random Inspections - Random Samples	Accelerated damages as above except deductions are: $100, $200 and $400
Food Temperatures (Appendix A,2.9.4)	a) Food Served b) Temperature Logs c) Food Temperature taken	Temperatures for hot foods be at or above 135° F and cold foods be at or below 41° F	4%	- Random Inspections	Accelerated damages as above except deductions are: $125, $250, $500
Food Portions Appendix A, 2.10) a) Portion sizes b) Adequacy of food prepared	a) Menu b) Utensil used c) Menu Production Record d) Product Formulation Statements e) Food Labels	Adhere to 5-week cycle menu. No unauthorized changes (Technical Exhibit 4 or 4a)	4%	- Random Inspections - Random Samples - Random Inspections	Accelerated damages as above except deductions are: $100, $200, $400

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Pre-meal Preparation (Appendix A, 2.12) a) Vegetables b) Foods c) Leftovers	a) Meal b) Menu c) Food Labels d) Food Storage Areas e) Product Formulation Statements	a) Cook same day to be served b) Be prepared no more than 1 day before service c) Be properly labeled d) Not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: $125, $250, $500
Sanitation (Appendix A, 2.14, 2.24, 6.5) a) After-meal cleanup b) Health Standards & Cleanliness c) Uniforms	a) Serving and disposal areas b) Food preparation area c) Equipment Maintenance log d) Cleaning logs	Meet State and County health regulations	4%	- Random Inspections - Random Inspections - Random Inspections	Accelerated damages as above except deductions are: $400, $800, $1,600
Security (Appendix A, 2.27, 6.5; Appendix C, Sample Contract, 7.4, 7.5) a) Supplies/Equipment b) Minimum Age c) ID. Badges d) Employees e) Keys/ID Tokens f) Contractor employees shall be fingerprinted prior to providing services g) No Contractor staff shall have a criminal conviction unless such record has been fully disclosed h) Contractor shall reimburse County for record checks	a) Contractor's Records County/Contractor's Records C-H	a) Provide security for supplies per County Requirements b) Not be 20 years of age or younger c) Meet County security requirements d) Adhere to County requirements e) Meet County requirements f) Meet County security g) Adhere to County requirements h) Adhere to County requirements	0%	A-H - User Complaints - Random Inspections	A-E: Accelerated damages as above except deductions are: $200, $400, $800 F-H: $100 per employee per occurrence
Quality Control Plan (Appendix A, 3.0)	Contractor's Records	100% Adhere to County requirements	0%	- User and/or Staff complaints - 100% and/or Random Inspections - Random and/or Judgmental Samplings	Up to $100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Employee Physical Examinations (Appendix A, 6.4.14)	Medical Reports/Contractor's Reports	Meet health requirements of State and County	0%	- Random Inspections	Accelerated damages as damages as above except deductions are: $200, $400, $800
Training Health Education (Appendix A, 6.7)	Contractor's Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	- Random Inspections	Accelerated damages as above except deductions are: $200, $400, $800
Employee Benefits/Prevailing Wages for Covered Crafts. (Appendix C, Sample Contract, 9.18) Contractor is to provide all legally required employees assigned to this Contract	Contractor's Records	Adhere to County Requirements	0%	- Random Inspections	$200 per employee per occurrence
Contractor in compliance with Standard Terms and Conditions (Appendix C, Sample Contract)	Contractor's Records	100% Adhere to County requirements	0%	- User and/or staff Complaints - 100% and/or Random Inspections - Random and/or Judgmental Samplings	Up to $50 per occurrence

WEEKLY MENU
CYCLE 1

Los Angeles County Probation Department

Cycle 1 - Barry J. Nidorf Juvenile Hall | FROM: | TO:

DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	Apricots**	1/2 cup	Tomato Bisque*	1 cup	#Chicken Tetrazzini	2 svg	
	## WG Cold Cereal	1 svg	# Saltine Crackers	1 pk	Broccoli*/**	1/2 cup	
	## WG Breakfast Burrito	1 ea	##WG Grilled Cheese Sand	1 sand	Green Salad**	1 cup	## WG
	Salsa*	1/4 cup	Ranch Style Beans***	1 cup	Lite French Dressing	1 oz	Granola Bar
	Fluid Skim Milk	2 ea	Oven Baked Potato*	1/2 pot	##WG Bread	2 slice	1 bar
			Fluid Skim Milk	1 ea	Spread	1 ea	
			Spread	1 ea	Fluid Skim Milk	1 ea	
					Sweet Potato Pie**	1 svg	
Monday - Day 2	Fresh Apple	1 whole	Sloppy Joe Sandwich on	1 ea	Roasted Turkey w/	4 oz	
	##Cinnamon Oatmeal	1 cup	##Whole Wheat Bun	1 ea	#Bread Stuffing	1 svg	
	##WG Bread	2 slice	Corn on Cob	2, 3"	Mashed Potatoes w/	3/4 cup	##WG
	Bacon	2 strip	Lettuce** & Tomato Salad*	1 cup	Turkey Gravy	1/4 cup	Graham Crackers
	Hash Browns	3/4 cup	Lite Ranch Dressing	1 oz	Peas and Carrots**	1/2 cup	4 Sq
	Fluid Skim Milk	1 ea	Orange Pineapple Gelatin*	1 svg	Sliced Peaches	1/2 cup	
	Jelly	1 ea	Fluid Skim Milk	1 ea	##WG Dinner Roll	1 roll	
			Spread	1 ea	Fluid Skim Milk	2 ea	
					Spread	1 ea	
Tuesday - Day 3	Orange Juice*	2, 4oz	#Spaghetti w/Meatsauce	1,1/2 cup	Sweet n Sour Pork	1 cup	
	#Pancakes	3 ea	Minestrone Soup**/***	1 cup	#Steamed Rice	1 cup	Fresh Banana
	Spiced Apple Topping	1/3 cup	#Soft Breadstick	1 ea	Green Beans	1/2 cup	1 ea
	Turkey Sausage Links	2 ea	Garden Salad*/**	1 cup	Mandarin Oranges*	1/2 cup	
	Scrambled Eggs	1/2 cup	Lite Italian Dressing	1 oz	Ice Cream	1/2 cup	
	Fluid Skim Milk	1 ea	Cantaloupe**	1 cup	Fluid Skim Milk	2 ea	
	Syrup	1 oz	Fluid Skim Milk	1 ea			
Wednesday - Day 4	Pineapple Chunks*	1 cup	## WGTurkey Deli Sand*	1 sand	##Chicken Enchilada Pie	1 svg	
	#Grits	1 cup	Potato Salad	1 cup	Garden Salad*/**	1 cup	
	Sliced Ham	3 oz	Crunchy Baby Carrots**	1/2 cup	Lite French Dressing	1 oz	##WG
	##WG Bread	2 slice	Lite Ranch Dip	1 oz	Fresh Orange*	1 ea	Graham Crackers
	O'Brien Potatoes	1 cup	Fresh Apple	1 ea	##WG Bread	2 slice	4, Sq
	Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	2 ea	
	Sugar Packet	1 ea					
	Spread	1 ea					
Thursday - Day 5	Mandarin Oranges*	1 cup	#Bean & Cheese Burrito***	2 ea	BBQ Chicken	2 svg	
	##WG Cold Cereal	3/4 cup	#Spanish Rice	1/2 cup	Oven Baked Potato*	1/2 pot	
	Quiche	2 svg	Green Salad**	1 cup	Baked Beans***	1/2 cup	Fresh Apple
	Fluid Skim Milk	2 ea	Lite French Dressing	1 oz	Spinach**	1/2 cup	1 ea
			Sliced Peaches	1/2 cup	Green Salad**	1 cup	
			Fluid Skim Milk	1 ea	Lite Italian Dressing	1 oz	
					##WG Bread	2 slice	
					Fluid Skim Milk	1 ea	
Friday - Day 6	Fresh Banana	2 ea	2, Chicken Salad Sands on	1 cup	##Spicy Jambalaya	1, 1/2 cup	
	#Cinnamon Roll	1 ea	##WG Wheat Bread	4 slice	##WG Cornbread	1 svg	
	Turkey Sausage Patty	2 ea	Vegetable Soup*/**	1 cup	Apricots**	1/2 cup	##WG
	#Cream of Wheat	1/2 cup	Fresh Orange*	1 wh	Green Salad**	1 cup	Graham Crackers
	Fluid Skim Milk	1 ea	Garden Salad*/**	1 cup	Lite French Dressing	1 oz	2, Sq
	Sugar	1 ea	Lite Italian Dressing	1 oz	Fluid Skim Milk	2 ea	
	Spread	1 ea	Fluid Skim Milk	1 ea			
			Sugar Cookies	2 ea			
Saturday - Day 7	Fresh Orange*	1 wh	Hamburger on	1 ea	Chicken Stir-Fry w/	1, 1/2 cup	
	##WG Cold Cereal	1 svg	##WG Bun w/	1 ea	Carrots & Broccoli**/*		## WG
	Cheesy Egg Scramble	3/4 cup	Lettuce and Tomatoes*	1/2 cup	#Steamed Rice	1 cup	Granola Bar
	Salsa*	1/4 cup	Dill Pickles	1/4 cup	Soy Sauce	1 oz	1 bar
	##WG Flour Tortilla	2 ea	Baked Beans***	1 cup	Fresh Apple	1 wh	
	Applesauce*	1/2 cup	#Macaroni Salad	1/2 cup	##WG Bread	2 slice	
	Fluid Skim Milk	2 ea	Pear Halves	1/2 cup	Fluid Skim Milk	1 ea	
			Fluid Skim Milk	1 ea			
			Lite Mayo	1 ea			
			Catsup	1 ea			
			Mustard	1 ea			

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU
CYCLE 2

Los Angeles County Probation Department

Cycle 2 - Barry J. Nidorf Juvenile Hall | FROM: | TO:

DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	Sliced Peaches	1/2 cup	##Beef Tacos w/	2 ea	Oven Fried Chicken	2 pc	
	##Cinnamon Oatmeal	3/4 cup	Lettuce/Tomato*/Cheese		Baked Potato*	1/2 pot	Fresh Apple
	Turkey Sausage Links	2 ea	Refried Beans***	1 cup	Steamed Carrots**	1/2 cup	1 wh
	Hash Browns	1 cup	#Spanish Rice	1/2 cup	Green Salad**	1 cup	
	##WG Bread	1 slice	Salsa*	1/4 cup	Lite Italian Dressing	1 oz	
	Fluid Skim Milk	1 ea	Apricot Halves**	1/2 cup	##WG Dinner Roll	1 roll	
	Spread	1 ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	2 ea	
					Spread	1 ea	
Monday - Day 2	Orange Juice*	8 oz	##Pizza Burger on a Roll	2 svg	Meat Loaf w/ Tomato Sce*	2 svg	
	Scrambled Eggs	1/2 cup	Minestrone Soup***/**	1 cup	#Steamed Rice	1/2 cup	Fresh Orange*
	#Pancakes	3 ea	Garden Salad*/**	1 cup	Mixed Vegetable**	1/2 cup	1 wh
	##WG Cold Cereal	3/4 cup	Lite Italian Dressing	1 oz	Green Salad	1 cup	
	Fluid Skim Milk	2 ea	Cantaloupe**	1/2 cup	Lite French Dressing	1 oz	
	Syrup	1 oz	Fluid Skim Milk	1 ea	##WG Bread	1 slice	
	Spread	1 ea			Brownie	1 svg	
					Fluid Skim Milk	1 ea	
Tuesday - Day 3	Fresh Banana	1 wh	Turkey Hot Dog on	2 ea	Baked Cajun Chicken	2 svg	
	##WG Cold Cereal	1, 1/2 cup	##WG Hot Dog Bun	2 ea	#Fried Rice	1 cup	##
	Sliced Ham	2 oz	Vegetarian Baked Beans***	1 cup	Garden Salad*/**	1 cup	Graham Crackers
	#Biscuit	2 ea	Coleslaw*	1/2 cup	Lite Ranch Dressing	1 oz	4, 2.5" Sq
	Fluid Skim Milk	2 ea	Oven Baked Potato*	1/2 pot	Apricot Halves**	1/2 cup	
	Jelly	1/2 oz	Sliced Peaches	1/2 cup	##WG Bread	1 slice	
	Spread	1 ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	
			Catsup/Mustard	1 ea			
Wednesday - Day 4	Fresh Orange*	1 wh	##Nachos & Ground Beef	2 svgs	Roast Beef w/	4 oz	
	#Cream of Wheat	1 cup	Pinto Beans***	1 cup	Brown Gravy	1/4 cup	Fresh Banana
	Sugar Packet	1 ea	Salsa*	1/4 cup	Scalloped Potatoes	1 cup	1 wh
	Cheesy Egg Scramble	1/2 cup	Garden Salad*/**	1 cup	Spinach Salad**	2 cup	
	Bacon	2 slice	Lite Italian Dressing	1 oz	Lite French Dressing	1 oz	
	##WG Bread	2 slice	Pear Halves	1/2 cup	Fresh Apple	1 wh	
	Applesauce*	1/2 cup	Fluid Skim Milk	1 ea	##WG Dinner Roll	1 ea	
	Fluid Skim Milk	1 ea			Fluid Skim Milk	2 ea	
Thursday - Day 5	Pineapple Chunks*	1/2 cup	Cheeseburger on	1 sand	#Chili Mac w/	1.5 cups	
	##WG Cold Cereal	3/4 cup	##WG Hamburger Bun		Ground Turkey		Fresh Pear
	##Oatmeal Muffin Square	1 ea	Catsup/Mustard	1 ea	Steamed Spinach**	1/2 cup	1 wh
	Turkey Sausage Patty	2 ea	Lite Mayo	1 ea	Fruit Cocktail	1/2 cup	
	Tater Tots	1 cup	Lettuce & Tomatoes*	1/2 cup	##WG Bread	2 slice	
	Fluid Skim Milk	2 ea	Potato Salad	1 cup	Fluid Skim Milk	1 ea	
			Fresh Orange*	1 wh			
			Yellow Cake w/	1 svg			
			Whipped Topping	1 oz			
			Fluid Skim Milk	1 ea			
Friday - Day 6	Orange Juice*	8 oz	#Chicken & Chz Quesadilla	1 pc	Pork Chop Suey	1,1/2 cup	
	#Grits	1 cup	Salsa*	1/4 cup	##Steamed Brown Rice	1 cup	## WG
	Breakfast Sandwich	1 ea	Bean Soup***	1 cup	Steamed Carrots**	1/2 cup	Granola Bar
	Lite Fruited Yogurt	6 oz	#Saltine Crackers	1 pkg	##WG Bread	1 slice	1 Bar
	Fluid Skim Milk	1 ea	Garden Salad*/**	1 cup	Pineapple Chunks*	1/2 cup	
	Sugar Packet	1 ea	Lite French Dressing	1 oz	Fluid Skim Milk	2 ea	
	Spread	1 ea	Fresh Apple	1 ea			
			Fluid Skim Milk	8 oz			
Saturday - Day 7	Fresh Banana	1 ea	Vegetable Soup*/**	1 cup	Baked Chicken Scandia	2 svg	
	##WG Cold Cereal	3/4 cup	##Turkey Deli Sandwich*	1 sand	#Steamed Rice	3/4 cup	Fresh Apple
	Turkey Sausage Links	2 ea	#Saltine Crakers	1 pkg	Green Salad**	1 cup	1 wh
	#Waffles	3 ea	Fresh Orange*	1 ea	Lite French Dressing	1 oz	
	Spiced Apple Topping	1/3 cup	Fluid Skim Milk	1 ea	Apricot Halves**	1/2 cup	
	Fluid Skim Milk	2 ea			##WG Dinner Roll	1 ea	
	Syrup	1 oz			Fluid Skim Milk	1 ea	

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU
CYCLE 3

Los Angeles County Probation Department

Cycle 3 -Barry J. Nidorf Juvenile Hall | FROM: | TO:

DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	Fresh Orange*	1 wh	Turkey Hot Dog on	1 ea	#Spaghetti w/	1, 1/2 cup	
	##Cinnamon Oatmeal	1 cup	##Whole Wheat Bun	1 ea	Meatsauce		##
	Scrambled Egg	1/2 cup	Ketchup	1 ea	#Garlic Bread	1 ea	Granola Bar
	Hash Browns	3/4 cup	Mustard	1 ea	Green Salad**	1 cup	1 bar
	##WG Toast	2 slice	Baked Beans***	1 cup	Lite French Dressing	1 oz	
	Fluid Skim Milk	1 ea	Coleslaw*	1 cup	Sliced Peaches	1/2 cup	
	Jelly	1 ea	Cantaloupe**	1 cup	Fluid Skim Milk	1 ea	
	Spread	1 ea	Fluid Skim Milk	1 ea	Coconut Pudding	1 cup	
Monday - Day 2	Pineapple Chunks*	1/2 cup	Breaded Chicken Sand on	1 ea	Porcupine Meatballs w/	2, 3 oz	
	##WG Cold Cereal	3/4 cup	##WG Hamburger Bun	1 ea	Tomato Sauce*		
	Turkey Sausage Patty	2 ea	Lettuce** & Tomatoes*	1 lf, 2 sl	##Brown Rice Pilaf	1 cup	Fresh Apple
	#Bagel	1 ea	Ketchup	1 ea	Cauliflower*	1/2 cup	1 whole
	Fluid Skim Milk	2 ea	Mustard	1 ea	Garden Salad*/**	1 cup	
	LF Cream Cheese	2 T	Baked Potato*	1 ea	Lite French Dressing	1 oz	
	Jelly	1 ea	Spinach Salad**	1 cup	##WG Bread	2 slice	
			Lite 1000 Island Dressing	1 oz	Fluid Skim Milk	1 ea	
			Pear Halves	1/2 cup	Cherry Crisp	1 svg	
			Fluid Skim Milk	1 ea			
			Spread	1 ea			
Tuesday - Day 3	Orange Juice*	2, 4oz	##Turkey Bagel Sandwich	1 sand	Pork Chops	4 oz	
	#Cream of Wheat	1 cup	Bean Soup***	1 cup	Baked Sweet Potato**	1 whole	
	#French Toast	2 slice	Saltine Crackers	1 pk	Green Beans	1/2 cup	Fresh Orange*
	Turkey Sausage Links	2 links	Garden Salad */**	1 cup	Applesauce*	1/2 cup	1 whole
	Fluid Skim Milk	1 ea	Lite Ranch Dressing	1 oz	##WG Dinner Roll	2 roll	
	Syrup	1 oz	Pear Halves	1/2 cup	Spread	1 tsp	
	Spread	1 ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	2 ea	
	Sugar Packet	1 ea			#Spice Cake	1 svg	
Wednesday - Day 4	Fresh Banana	1 wh	BBQ Beef on	1 ea	Chicken Fajitas w/	2 svg	
	##WG Cold Cereal	1, 1/2 cup	##WG Hamburger Bun	1 ea	#Flour Tortillas		##
	Sliced Ham	3 oz	Baked Beans***	1 cup	Salsa*	1/4 cup	Graham Crackers
	##WG Toast	1 slice	Baked Potato	1 ea	Lite Sour Cream	2 T	4 sq
	Hash Browns	1 cup	Steamed Broccoli**/*	1/2 cup	Vegetable Soup**	1 cup	
	Fluid Skim Milk	2 ea	Mandarin Oranges*	1/2 cup	#Saltine Crackers	1 pk	
			Fluid Skim Milk	1 ea	Garden Salad*/**	1 cup	
					Lite Italian Dressing	1 oz	
					Sliced Peaches	1/2 cup	
					Fluid Skim Milk	1 ea	
Thursday - Day 5	Fresh Orange*	1 wh	#Pork Burrito	2 ea	Country Fried Steak	2 svg	
	#Grits	3/4 cup	#Spanish Rice	1 cup	Scalloped Potatoes	1 cup	##
	Scrambled Eggs	1/2 cup	Salsa*	1/4 cup	Whole Kernel Corn	1/2 cup	Granola Bar
	Bacon	2 slice	Apricot Halves**	1/2 cup	Fruit Salad	1/2 cup	1 Bar
	##WG Toast	2 slice	Garden Salad*/**	1 cup	##WG Bread	1 slice	
	Fluid Skim Milk	1 ea	Lite French Dressing	1 oz	Fluid Skim Milk	2 ea	
			Fluid Skim Milk	1 ea			
Friday - Day 6	Sliced Peaches	1/2 cup	Turkey Polish Sausage	4 oz	#Lasagna w/ Beef	2 svg	
	##WG Cold Cereal	3/4 cup	Ranch Style Beans***	1 cup	#Soft Bread Stick	2 stick	
	#Pancakes	3 ea	#Mac N Cheese	1/2 cup	Spinach**	1/2 cup	Fresh Banana
	Turkey Sausage Patty	2 ea	Cucumber/Tomato Salad*	1 cup	Pineapple Chunks*	1/2 cup	1 whole
	Fluid Skim Milk	2 ea	##WG Bread	2 slice	Fluid Skim Milk	1 ea	
	Syrup	1 oz	Fresh Apple	1 wh			
			Fluid Skim Milk	1 ea			
Saturday - Day 7	Orange Juice*	2, 4oz	#Pizza w/ Ground Beef	2 ea	Honey Lemon Chicken	2 svg	
	##WG Cold Cereal	3/4 cup	Garden Salad*/**	1 cup	Baked Potato*	1 ea	##
	#Banana Bread Squares	1 ea	Lite Ranch Dressing	1 oz	Carrots**	1/2 cup	Graham Crackers
	Cheesy Egg Scramble	1 cup	Minestrone Soup*/**/***	1 cup	Pear Halves	1/2 cup	4 sq
	Fluid Skim Milk	2 ea	#Saltine Crackers	1 pkg	##Cornbread	1 svg	
			Fruit Salad*/**	1/2 cup	Fluid Skim Milk	1 ea	
			Fluid Skim Milk	1 ea	Vanilla Ice Cream	1/2 cup	

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU
CYCLE 4

Los Angeles County Probation Department

Cycle 4-Barry J. Nidorf Juvenile Hall | FROM: | TO:

DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	Fresh Banana	1 wh	Vegetable Soup*/**	1 cup	#Chicken Tomato* Bake	2 svg	
	##WG Cold Cereal	3/4 cup	#Saltine Crackers	1 pk	Broccoli*/**	1/2 cup	
	##Breakfast Sandwich	2 ea	##Turkey Deli Sandwich	1 ea	Green Salad**	1 cup	Fresh Apple
	Non-Fat Yogurt	6 oz	Fresh Orange*	1 wh	Lite Italian Dressing	1 oz	1 whole
	Fluid Skim Milk	2 ea	Fluid Skim Milk	1 ea	##WG Bread	2 slice	
					Fluid Skim Milk	1 ea	
					Yellow Cake	1 svg	
					Whipped Topping	1 oz	
Monday - Day 2	Pineapple Chunks*	1/2 cup	Teriyaki Chicken Bowl w/	1 svg	Roast Beef w/	4 oz	
	##Cinnamon Oatmeal	1 cup	Broccoli & Carrots*/** w/		Brown Gravy	1/4 cup	##
	#Pumpkin Muffin	2 ea	#Steamed Rice	1 cup	Mashed Potatoes	3/4 cup	Granola Bar
	Hash Browns	3/4 cup	Fresh Apple	1 wh	Mixed Vegetables**	1/2 cup	1 Bar
	Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	Green Salad**	1 cup	
	Spread	1 ea	Royal Brownie	1 svg	Lite Italian Dressing	1 oz	
					Sliced Peaches	1/2 cup	
					##WG Dinner Roll	1 roll	
					Fluid Skim Milk	2 ea	
Tuesday - Day 3	Applesauce*	1/2 cup	##Nachos & Ground Beef	2 svg	Baked Chicken	3 oz	
	#Pancakes	3 ea	Pintos Beans***	1 cup	Parslied Potatoes	1 cup	##
	Hash Browns	3/4 cup	Salsa*	1/4 cup	Carrots**	1/2 cup	Graham Crackers
	Sliced Ham	3 oz	#Spanish Rice	1/2 cup	Cucumber & Tomato Salad*	1/2 cup	4 sq
	Fluid Skim Milk	1 ea	Garden Salad*/**	1 cup	##WG Bread	2 slice	
	Spread	1 ea	Lite French Dressing	1 oz	Fluid Skim Milk	1 ea	
	Syrup	1 oz	Fluid Skim Milk	1 ea			
Wednesday - Day 4	Orange Juice*	2, 4 oz	Chicken Strips w/	6 strip	Salisbury Steak	2 svg	
	#Grits	1 cup	Lite Ranch Dip	1 oz	w/ Brown Gravy	2 oz	
	#Waffles	3 ea	Baked Potato* w/	1/2 pot	##Brown Rice Pilaf	1 cup	Fresh Banana
	Turkey Sausage Patty	2 ea	Melted LF Cheddar Cheese	2 T	Green Beans	1/2 cup	1 Whole
	Fluid Skim Milk	1 ea	##WG Bread	1 slice	Fruit Salad*/**	1/2 cup	
	Syrup	1 oz	Spinach Salad**	1 cup	##WG Bread	1 slice	
			Lite Italian Dressing	1 oz	Fluid Skim Milk	1 ea	
			Pear Halves	1/2 cup			
			Fluid Skim Milk	1 ea			
Thursday - Day 5	Fresh Orange*	1 wh	Hamburger on	1 ea	Turkey Chop Suey	1,1/2 cup	
	##WG Cold Cereal	1, 1/2 cup	##Whole Wheat Bun	1 ea	Garden Salad*/**	1 cup	
	Cheesy Egg Scramble	3/4 cup	Lettuce & Tomatoes*	2 lf, 4 slc	Lite French Dressing	1 oz	##
	##WG Toast	2 slice	Ketchup	1 ea	#Fried Rice	1 cup	Granola Bar
	Fluid Skim Milk	2 ea	Lite Mayo	1 ea	Veggie Egg Roll	1 ea	1 bar
	Spread	1 ea	Baked Beans***	1 cup	Broccoli*/**	1/2 cup	
			Coleslaw*	1/2 cup	Fresh Apple	1 wh	
			Cantaloupe**	1 cup	Fluid Skim Milk	1 ea	
			Fluid Skim Milk	1 ea			
Friday - Day 6	Sliced Peaches	1/2 cup	Roast Beef &	3 oz	Baked Cajun Chicken	2 svg	
	#Cream of Wheat	1 cup	LF Cheddar Cheese on	2 oz	Sweet Potatoes**	1/2 cup	
	Scrambled Eggs	1/2 cup	##WG Bread	2 slice	Ranch Style Beans***	1/2 cup	##
	Bacon	2 strips	Mustard/Lite Mayo	1 pkt ea	Garden Salad*/**	1 cup	Graham Crackers
	##WG Toast	1 slice	Lettuce & Tomatoes*	2 lf, 4 slc	Lite French Dressing	1 oz	4 sq
	Fluid Skim Milk	1 ea	Dill Pickle Chips	1/4 cup	Fresh Orange*	1 wh	
	Sugar Packet	1 ea	Bean Soup***	1 cup	##WG Dinner Roll	1 roll	
	Spread	1 ea	#Saltine Crackers	1 pk	Fluid Skim Milk	2 ea	
			Potato salad	1/2 cup	Chocolate Cake w/	1 svg	
			Mandarin Oranges*	1/2 cup	Chocolate Glaze	1 T	
			Fluid Skim Milk	1 ea			
Saturday - Day 7	Orange Juice*	2, 4oz	##Pizzaburger on a Roll	2 svg	Turkey a la King	1,1/2 cup	
	##WG Cold Cereal	3/4 cup	Minestrone Soup***/**/*	1 cup	#Steamed Rice	1 cup	
	#Breakfast Burrito w/ Salsa	2 ea	Garden Salad*/**	1 cup	Orange Glazed Carrots**	1/2 cup	Fresh Apple
	Fluid Skim Milk	2 ea	Lite Italian Dressing	1 oz	Pineapple Chunks*	1/2 cup	1 whole
			Pear Halves	1/2 cup	##WG Bread	1 slice	
			Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU
CYCLE 5

Los Angeles County Probation Department

Cycle 5 - Barry J. Nidorf Juvenile Hall | FROM: | TO:

DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	Apricot Halves**	1/2 cup	##Grilled Chicken Wrap*	1 ea	Ground Beef &	1, 1/2 cup	
	##Cinnamon Oatmeal	3/4 cup	Baked Potato*	1 pot	#Spanish Rice		
	Scrambled Eggs	1/2 cup	Coleslaw*	1/2 cup	##WG Tortillas	1 ea	##
	Hash Browns	3/4 cup	Fresh Apple	1 wh	Pear Halves	1/2 cup	Muffin Square
	##WG Toast	2 slice	Fluid Skim Milk	1 ea	Zucchini Squash*	1/2 cup	1 sq
	Fluid Skim Milk	1 ea	Spread	1 ea	Fluid Skim Milk	2 ea	
	Jelly	1 ea					
Monday - Day 2	Fresh Orange*	1 wh	##Chicken Parmesan Sand	2 ea	Country Fried Steak	2 svg	
	##WG Cold Cereal	3/4 cup	Green Salad**	1 cup	Au Gratin Potatoes	3/4 cup	
	Turkey Sausage Patty	1 ea	Lite Italian Dressing	1 oz	Herbed Broccoli/Cauliflower*	1/2 cup	Fresh Banana
	##WG Bagel	1 ea	Fresh Grapes*	1/2 cup	Cantaloupe/Honeydew	1 cup	1 whole
	Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	Melon Mix**/*		
	LF Cream Cheese	1 oz			##WG Dinner Roll	1 roll	
	Jelly	1 ea			Fluid Skim Milk	2 ea	
Tuesday - Day 3	Orange Juice*	2, 4oz	##Beef Burrito***	2 ea	#Turkey Pot Pie**	1, 1/2 cup	
	#Cream of Wheat	1 cup	Pinto Beans***	1/2 cup	Garden Salad*/**	1 cup	
	#French Toast	3 slice	Cucumber/Tomato Salad*	1 cup	Lite French Dressing	1 oz	Fresh Orange*
	Bacon	2 slice	Fresh Apple	1 wh	Sliced Peaches	1/2 cup	1 whole
	Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	##Cornbread	1 svg	
	Syrup	1 oz			Fluid Skim Milk	2 ea	
	Spread	1 ea					
	Sugar Packet	1 ea					
Wednesday - Day 4	Fresh Banana	1 wh	Chicken Stir-Fry w/ Carrots**	1,1/2cup	#Spaghetti & Meat Sauce	1,1/2cup	
	##WG Cold Cereal	1, 1/2 cup	#Steamed Rice	1 cup	#Soft Bread Stick	1 ea	##
	Sliced Ham	3 oz	Garden Salad*/**	1 cup	Green Salad**	1 cup	Granola Bar
	##WG Toast	1 slice	Lite Italian Dressing	1 oz	Lite Italian Dressing	1 oz	1 Bar
	Hash Browns	3/4 cup	Fresh Orange*	1 wh	Fruit Cocktail	1/2 cup	
	Fluid Skim Milk	2 ea	##WG Bread	1 slice	Fluid Skim Milk	1 ea	
			Fluid Skim Milk	1 ea	Vanilla Ice Cream	1/2 cup	
Thursday - Day 5	Applesauce*	1/2 cup	Turkey Hot Dog on	2 ea	Pork Rib Patty w/	2 ea	
	##Cinnamon Oatmeal	1 cup	##WG Hot Dog Bun	2 ea	BBQ Sauce	1 oz	
	Turkey Sausage Links	2 links	Baked Beans***	1 cup	##Brown Rice Pilaf	1 cup	Fresh Banana
	#Muffin Squares	2 sq	Coleslaw*	1/2 cup	Steamed Spinach**	1/2 cup	1 whole
	Fluid Skim Milk	2 ea	Baked Potato*	1/2 pot	Pineapple Chunks*	1/2 cup	
	Spread	1 ea	Pear Halves	1/2 cup	##WG Dinner Roll	1 ea	
			Fluid Skim Milk	1 ea	Fluid Skim Milk	1 ea	
			Catsup	1 ea			
			Mustard	1 ea			
			Spread	1 ea			
Friday - Day 6	Sliced Peaches	1/2 cup	Chicken Salad on	1/2 cup	Ground Beef Stroganoff w/	1,1/2 cup	
	##WG Cold Cereal	3/4 cup	##WG Bread	2 slice	#Egg Noodles	1 cup	
	#Pancakes	3 ea	Bean Soup***	1 cup	#Biscuit	1 ea	Fresh Apple
	Scrambled Eggs	1/2 cup	#Saltine Crackers	1 pk	Garden Salad*/**	1 cup	1 whole
	Fluid Skim Milk	2 ea	Spinach Salad**	1 cup	Pear Halves	1/2 cup	
	Syrup	1 oz	Lite French Dressing	1 oz	Fluid Skim Milk	1 ea	
			Fresh Orange*	1 wh	Lite Italian Dressing	1 oz	
			Fluid Skim Milk	1 ea			
Saturday - Day 7	Mandarin Oranges*	1/2 cup	##Beef Tacos w/	2 ea	Roasted Turkey w/	3 oz	
	#Grits	3/4 cup	Lettuce/Tomato/Cheese*		Turkey Gravy	1/4 cup	
	#Banana Bread Squares	2 ea	Refried Beans***	1 cup	Baked Sweet Potato**	1 wh	##
	Cheesy Egg Scramble	3/4 cup	#Spanish Rice	1 cup	#Macaroni & Cheese	1/2 cup	Graham Crackers
	Fluid Skim Milk	1 ea	Salsa*	1/4 cup	Broccoli*/**	1/2 cup	4 sq
			Baby Carrots** w/	1/2 cup	##WG Bread	1 slice	
			Creamy Veggie Dip	1 oz	Fluid Skim Milk	2 ea	
			Fresh Apple	1 wh			
			Fluid Skim Milk	1 ea			

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU, NSLP
CYCLE 1

Los Angeles County Probation Department

NSLP Cycle 1 (Grade 9-12) | FROM: | TO: | NSLP Breakfast

DAY / DATE	BREAKFAST Item	Svg	NSLP LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	AM Supplement		##WG Chicken Sandwich	1 sand	#Chicken Tetrazzini	2 svg	
	##Breakfast Burrito	1 ea	Lettuce and Tomatoes	1/2 c,2 sl	Garlic Broccoli*	1 cup	
	w/ Salsa	1/4 cup	Ranchero Beans***	1/2 cup	Green Salad**	1 cup	Fresh Orange*
	Turkey Sausage Links	2 ea	Garden Salad**	1 cup	LF French Dressing	2 pkt	1 ea
	Orange Juice*	8 oz	LF Italian Dressing	2 pkt	##WG Bread	1 slice	
	Fluid Skim Milk, Unflavored	1 ea	Lite Mayo	1 pkt	Spread	1 ea	
	NSLP Breakfast		Pear Diced	1/2 cup	Fluid Skim Milk, Unflavored	1 ea	
	Apricot Halves**	1 cup	Fresh Grapes	1 cup			
	##WG Corn Flake	2 box	Fluid Skim Milk, Unflavored	1 ea			
	Fluid Skim Milk, Unflavored	1 ea					
Monday - Day 2	AM Supplement		Sloppy Joe Sandwich on	1 ea	Roasted Turkey w/	3 oz	
	##Cinnamon Oatmeal	1 cup	##WG Bun		##Bread Stuffing	1 svg	
	Bacon	2 strips	Lettuce & Tomato Salad	1 cup	Mashed Potatoes w/	1/2 cup	## WG
	Hash Browns	1/2 cup	Lite Ranch Dressing	2 pkt	Turkey Gravy	1/4 cup	NutriGrain Bar
	Fluid 1% Milk, Unflavored	1 ea	Whole Kernel Corn	1/2 cup	Mixed Vegetable**	1 cup	1 ea
	NSLP Breakfast		Spread	1 ea	Canned Peaches	1/2 cup	
	Fresh Honeydew*	1 cup	Fresh Apple	1 ea	##Dinner Roll	2 ea	
	##Blueberry Muffin Square	2 ea	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea	
	Fluid 1% Milk, Unflavored	1 ea			Spread	1 ea	
Tuesday - Day 3	AM Supplement		Sweet n Sour Pork	1 cup	#Spaghetti w/ Meatsauce	1 cup	
	#Pancakes	2 ea	##Brown Rice	1 cup	& Parmesan Cheese	1 tbsp	
	Spiced Apple Topping	1/3 cup	Green Beans	1/2 cup	##Dinner Roll	2 ea	Fresh Banana
	Scrambled Eggs	1/2 cup	Green Salad**	1 cup	Garden Salad**	1 cup	1 ea
	LF Yogurt	6 oz	LF French Dressing	2 pkt	LF Italian Dressing	2 pkt	
	Fluid Skim Milk, Unflavored	1 ea	Fresh Cantaloupe*/**	1 cup	Fruit Cocktail	1/2 cup	
	NSLP Breakfast		Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea	
	Pear Diced	1 cup					
	##WG Mini-Wheats Cereal	2 box					
	Fluid Skim Milk, Unflavored	1 ea					
Wednesday - Day 4	AM Supplement		Hot Roast Beef &	2 oz	##Chicken Enchilada Pie	1 svg	
	#Grits	1 cup	American Cheese on	1 slice	Garden Salad**	1 cup	
	Turkey Sausage Links	2 ea	##WG Bread	2 slice	LF French Dressing	2 pkt	Fresh Pear
	O'Brien Potatoes	1/2 cup	Mustard	1 pkt	Fresh Orange*	1 ea	1 ea
	Fluid 1% Milk, Unflavored	1 ea	Lite Mayo	1 pkt	Mexicali Corn	1/2 cup	
	NSLP Breakfast		Lettuce and Tomatoes	1/2 c,2 sl	##WG Bread	2 slice	
	Pineapple Chunks*	1 cup	Coleslaw	1/2 cup	Apricot Halves**	1 cup	
	##WG Corn Flake	2 box	Potato Salad	2/3 cup	Fluid 1% Milk, Unflavored	1 ea	
	Fluid 1% Milk, Unflavored	1 ea	Fresh Apple	1 ea			
			Fluid 1% Milk, Unflavored	1 ea			
Thursday - Day 5	AM Supplement		##WG Beef Burrito	1 ea	BBQ Chicken	6 oz	
	#Quiche	2 svg	Whole Kernel Corn	1/2 cup	Parslied Potatoes	1 cup	## WG
	##WG Bread	2 slices	Green Salad**	1 cup	Vegetarian Baked Beans***	1/2 cup	Graham Crackers
	LF Yogurt	6 oz	LF French Dressing	2 pkt	Sauteed Spinach**	1/2 cup	3, 2.5" sq
	Fluid Skim Milk, Unflavored	1 ea	Salsa	1/4 cup	Garden Salad**	1 cup	
	Jelly	1 ea	Fresh Watermelon	1 cup	LF Italian Dressing	2 pkt	
	NSLP Breakfast		Fluid Skim Milk, Unflavored	1 ea	Canned Peaches	1/2 cup	
	Mandarin Oranges*	1 cup			Fluid Skim Milk, Unflavored	1 ea	
	##WG Mini-Wheats Cereal	2 box					
	Fluid Skim Milk, Unflavored	1 ea					
Friday - Day 6	AM Supplement		##WG Grilled Cheese Sandwich	1 ea	Jambalaya with Chicken	1,1/2 cup	
	#Cream of Wheat	1 cup	Tomato Bisque Soup	1 cup	##Cornbread	2 ea	
	Turkey Breakfast Patty	2 ea	Garden Salad**	1 cup	Apricot Halves**	1 cup	Fresh Apple
	Canned Peaches	1/2 cup	LF Italian Dressing	2 pkt	Green Salad**	1 cup	1 ea
	Fluid 1% Milk, Unflavored	1 ea	Crunchy Baby Carrots**	1/2 cup	LF French Dressing	2 pkt	
	NSLP Breakfast		Lite Ranch Dip	1 oz	Fluid 1% Milk, Unflavored	1 ea	
	Fresh Banana	2 ea	Fresh Honeydew*	1 cup			
	##WG Corn Flake	2 box	Fluid 1% Milk, Unflavored	1 ea			
	Fluid 1% Milk, Unflavored	1 ea					
Saturday - Day 7	AM Supplement		Hamburger on	1 ea	Chicken Stir-Fry w/	1,1/2 cup	
	Cheesy Egg Scramble	1/2 cup	##WG Bun w/	1 ea	Carrots & Broccoli*/**		## WG
	Salsa	1/4 cup	Lettuce and Tomatoes	1/2 c,2 sl	#Steamed Rice	1 cup	Graham Crackers
	##Corn Tortilla	1 ea	Vegetarian Baked Beans***	1 cup	Fresh Apple	1 ea	3, 2.5" sq
	Applesauce	1/2 cup	Garden Salad **	1 cup	##WG Bread	2 slice	
	Fluid Skim Milk, Unflavored	1 ea	LF French Dressing	2 pkt	Fluid Skim Milk, Unflavored	1 ea	
	NSLP Breakfast		Pear diced	1 cup			
	Fresh Grapes	1 cup	Ketchup	1 pkt			
	##WG Banana Bread	2 ea	Mustard	1 pkt			
	Fluid Skim Milk, Unflavored	1 ea	Fluid 1% Milk, Chocolate	1 ea			

DAILY TOTALS		
Kcal	2804	
Fat	26.96	%
Sat Fat	7.60	%
Pro	5	SVG
Dairy	4	SVG
V/F	15.75	SVG
G/WG	7.5/6.5	SVG
Vit A	3	SVG
Vit C	2	SVG
Fiber	44	Gm
Kcal	2927	
Fat	25.27	%
Sat Fat	8.68	%
Pro	2	SVG
Dairy	4	SVG
V/F	11.5	SVG
G/WG	10.25/10.25	SVG
Vit A	1	SVG
Vit C	1	SVG
Fiber	47	Gm
Kcal	2793	
Fat	21.71	%
Sat Fat	6.34	%
Pro	3	SVG
Dairy	5	SVG
V/F	12.5	SVG
G/WG	9/6	SVG
Vit A	3	SVG
Vit C	1	SVG
Fiber	39	Gm
Kcal	2828	
Fat	28.26	%
Sat Fat	9.38	%
Pro	3	SVG
Dairy	5	SVG
V/F	14.75	SVG
G/WG	9/7	SVG
Vit A	2	SVG
Vit C	2	SVG
Fiber	39	Gm
Kcal	2924	
Fat	21.63	%
Sat Fat	7.87	%
Pro	3.75	SVG
Dairy	5.5	SVG
V/F	14.25	SVG
G/WG	6.5/6.5	SVG
Vit A	3	SVG
Vit C	1	SVG
Fiber	45	Gm
Kcal	2862	
Fat	24.31	%
Sat Fat	8.70	%
Pro	2	SVG
Dairy	5	SVG
V/F	14.25	SVG
G/WG	9/7	SVG
Vit A	4	SVG
Vit C	1	SVG
Fiber	37	Gm
Kcal	2921	
Fat	23.98	%
Sat Fat	7.95	%
Pro	4.5	SVG
Dairy	4.5	SVG
V/F	13	SVG
G/WG	10/8	SVG
Vit A	2	SVG
Vit C	1	SVG
Fiber	43	Gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU, NSLP
CYCLE 2

Los Angeles County Probation Department

NSLP Cycle 2 (Grade 9-12) | FROM: | TO: | NSLP Breakfast

DAY / DATE	BREAKFAST Item	Svg	NSLP LUNCH Item	Svg	DINNER Item	Svg	SNACK Item	DAILY TOTALS		
Sunday - Day 1	AM Supplement		##Chicken Tacos w/	2 ea	##Oven Fried Chicken	2 svg		Kcal	2857	
	##Cinnamon Oatmeal	1 cup	Lettuce/Tomato/Cheese		Parslied Potatoes	1 cup		Fat	21.72	%
	Turkey Sausage Links	2 ea	Ranchero Beans***	1/2 cup	Steamed Carrots**	1 cup	Fresh Apple	Sat Fat	7.37	%
	Hash Browns	1/2 cup	##WG Spanish Rice	1/2 cup	Green Salad**	1 cup	1 ea	Pro	4.5	SVG
	Fluid 1% Milk, Unflavored	1 ea	Whole Kernel Corn	1/2 cup	LF Italian Dressing	2 pkt		Dairy	4.25	SVG
	NSLP Breakfast		Mandarin Oranges*	1 cup	##WG Bread	2 slice		V/F	15	SVG
	Canned Peaches	1 cup	Fluid 1% Milk, Unflavored	1 cup	Pear Diced	1/2 cup		G/WG	8.5/8.5	SVG
	##Granola Bar	2 ea			Fluid 1% Milk, Unflavored	1 ea		Vit A	2	SVG
	Fluid 1% Milk, Unflavored	1 ea			Spread	1 ea		Vit C	1	SVG
								Fiber	51	Gm
Monday - Day 2	AM Supplement		##Pizzaburger on Roll	1 ea	##Meat Loaf w/	2 ea		Kcal	2880	
	Orange Juice*	8 oz	Minestrone Soup***	1 cup	Tomato Sauce	1/4 cup		Fat	23.73	%
	Scrambled Eggs	1/2 cup	Garden Salad**	1 cup	#Steamed Rice	1/2 cup	Fresh Orange*	Sat Fat	7.2	%
	#Pancakes	2 ea	LF French Dressing	2 pkt	Mixed Vegetables**	1 cup	1 ea	Pro	4.125	SVG
	Syrup	1 ea	Pineapple Chunks*	1 cup	Green Salad**	1 cup		Dairy	4	SVG
	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea	LF Italian Dressing	2 pkt		V/F	14.25	SVG
	NSLP Breakfast				Brownie	1 ea		G/WG	7.5/4.5	SVG
	Apricot Halves**	1 cup			Fluid Skim Milk, Unflavored	1 ea		Vit A	4	SVG
	##WG Corn Flake	2 box						Vit C	3	SVG
	Fluid Skim Milk, Unflavored	1 ea						Fiber	41	Gm
Tuesday - Day 3	AM Supplement		Beef Hot Dog on	1 ea	Baked Cajun Chicken	2 svg		Kcal	2773	
	Turkey Sausage Links	2 ea	##WG Bun		##Brown Rice Pilaf	1/2 cup		Fat	25.60	%
	##WG Bread	2 slice	Coleslaw	1/2 cup	Garden Salad**	1 cup	##WG	Sat Fat	7.94	%
	Canned Peaches	1 cup	Potato Salad	2/3 cup	LF French Dressing	2 pkt	Graham Crackers	Pro	4.75	SVG
	Fluid 1% Milk, Unflavored	1 ea	Fresh Watermelon	1 cup	Mandarin Oranges*	1 cup	3, 2.5" sq	Dairy	4	SVG
	Jelly	1 ea	Ketchup	1 pkt	Vegetarian Baked Beans***	1 cup		V/F	12.75	SVG
	NSLP Breakfast		Mustard	1 pkt	Fluid 1% Milk, Unflavored	1 ea		G/WG	8/8	SVG
	Fresh Banana	2 ea	Fluid 1% Milk, Unflavored	1 ea				Vit A	1	SVG
	##WG Mini-Wheats Cereal	2 box						Vit C	1	SVG
	Fluid 1% Milk, Unflavored	1 ea						Fiber	47	Gm
Wednesday - Day 4	AM Supplement		Roast Beef w/	3 oz	##Nachos w/ Ground Turkey	1 svg		Kcal	2890	
	#Cream of Wheat	1 cup	Brown Gravy	1/4 cup	Pinto Beans***	1/2 cup		Fat	22.94	%
	Cheesy Egg Scramble	1/2 cup	Scalloped Potatoes	1/2 cup	##WG Spanish Rice	1/2 cup	Fresh Pear	Sat Fat	8.61	%
	Applesauce	1/2 cup	Spinach Salad**	1 cup	Salsa	1/4 cup	1 ea	Pro	3.25	SVG
	##WG Bread	1 slice	Lite Ranch Dressing	2 pkt	Green Salad**	1 cup		Dairy	5	SVG
	Fluid Skim Milk, Unflavored	1 ea	##WG Bread	2 slice	LF Italian Dressing	2 pkt		V/F	11.75	SVG
	NSLP Breakfast		Fresh Apple	1 ea	Fresh Orange*	1 ea		G/WG	8.5/6.5	SVG
	Fresh Grapes	1 cup	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea		Vit A	2	SVG
	##WG Corn Flake	2 box						Vit C	1	SVG
	Fluid Skim Milk, Unflavored	1 ea						Fiber	39	Gm
Thursday - Day 5	AM Supplement		Hamburger on	1 ea	#Chili Mac w/ Ground Beef	1, 1/2 cup		Kcal	2834	
	Turkey Breakfast Patty	1 ea	##WG Bun		Sauteed Spinach**	1/2 cup		Fat	34.88	%
	Scrambled Eggs	1/2 cup	Ketchup	1 pkt	Fruit Cocktail	1/2 cup	Fresh Banana	Sat Fat	11.52	%
	Hash Browns	1/2 cup	Mustard	1 pkt	##WG Bread	1 slice	1 ea	Pro	4	SVG
	Fluid 1% Milk, Unflavored	1 ea	Lite Mayo	1 pkt	Fluid 1% Milk, Unflavored	1 ea		Dairy	4	SVG
	NSLP Breakfast		Lettuce and Tomatoes	1/2 c,2 sl				V/F	13	SVG
	Pineapple Chunks*	1 cup	Potato Salad	2/3 cup				G/WG	7/5	SVG
	##WG Muffin Squares	2 ea	Whole Kernel Corn	1/2 cup				Vit A	1	SVG
	Fluid 1% Milk, Unflavored	1 ea	Applesauce	1/2 cup				Vit C	2	SVG
			Fresh Orange*	1 ea				Fiber	32	Gm
			Fluid 1% Milk, Unflavored	1 ea						
Friday - Day 6	AM Supplement		##Chicken & Chz Quesadilla	1 ea	Pork Chop Suey	1, 1/2 cup		Kcal	2856	
	Breakfast Sandwich on	1 ea	Lite Sour Cream	1 oz	##Brown Rice	1 cup		Fat	22.01	%
	##WG Bread		Vegetable Soup	1 cup	Steamed Carrots**	1 cup	Fresh Apple	Sat Fat	7.76	%
	##Cinnamon Oatmeal	1 cup	Garden Salad**	1 cup	Garlic Broccoli*	1 cup	1 ea	Pro	3.5	SVG
	LF Yogurt	6 oz	LF French Dressing	2 pkt	Pineapple Chunks*	1 cup		Dairy	5.25	SVG
	Fluid Skim Milk, Unflavored	1 ea	Fresh Honeydew*	1 cup	Fluid Skim Milk, Unflavored	1 ea		V/F	15.25	SVG
	NSLP Breakfast		Fluid Skim Milk, Unflavored	1 ea				G/WG	9.5/9.5	SVG
	Pear Diced	1 cup						Vit A	2	SVG
	##WG Mini-Wheats Cereal	2 box						Vit C	3	SVG
	Fluid Skim Milk, Unflavored	1 ea						Fiber	51	Gm
Saturday - Day 7	AM Supplement		##WG Turkey Sandwich	1 ea	Baked Chicken Scandia	2 svg		Kcal	2852	
	#Waffles	3 ea	Vegetarian Baked Beans***	1/2 cup	#Steamed Rice	1 cup		Fat	19.25	%
	Spiced Apple Topping	1/3 cup	Tangy Cucumber and Onion Salad	1 cup	Parslied Potatoes	1 cup	##WG	Sat Fat	5.79	%
	Turkey Sausage Links	2 ea	Fresh Orange*	1 ea	Green Salad**	1 cup	NutriGrain Bar	Pro	3.75	SVG
	Fluid 1% Milk, Unflavored	1 ea	Mustard	1 pkt	LF Italian Dressing	2 pkt	1 ea	Dairy	4	SVG
	NSLP Breakfast		Lite Mayo	1 pkt	Apricot Halves**	1 cup		V/F	13.25	SVG
	Fresh Apple	1 ea	Fruit Cocktail	1/2 cup	##Dinner Roll	1 ea		G/WG	10.75/5.75	SVG
	##WG Corn Flake	2 box	Fluid 1% Milk, Chocolate	1 ea	Fluid 1% Milk, Unflavored	1 ea		Vit A	2	SVG
	Fluid 1% Milk, Unflavored	1 ea						Vit C	1	SVG
								Fiber	40	Gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU, NSLP
CYCLE 3

Los Angeles County Probation Department

NSLP Cycle 3 (Grade 9-12) | FROM: | TO: | NSLP Breakfast

DAY / DATE	BREAKFAST Item	Svg	NSLP LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	AM Supplement		Beef Hot Dog on	1 ea	#Spaghetti w/ Meatsauce	1 cup	
	Turkey Sausage Links	2 ea	## WG Bun		& Parmesan Cheese	1 tbsp	
	Scrambled Eggs	1/2 cup	Ketchup	1 pkt	##Dinner Roll	2 ea	##WG
	##WG Bread	2 slice	Mustard	1 pkt	Garlic Broccoli*	1 cup	NutriGrain Bar
	Jelly	1 ea	Potato Salad	2/3 cup	Green Salad**	1 cup	1 ea
	Fluid Skim Milk, Unflavored	1 ea	Coleslaw	1/2 cup	LF Italian Dressing	2 pkt	
	NSLP Breakfast		Fresh Cantaloupe*/**	1 cup	Canned Peaches	1/2 cup	
	Fresh Banana	2 ea	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea	
	##WG Mini-Wheats Cereal	2 box			Ice Cream Variety	1 ea	
	Fluid Skim Milk, Unflavored	1 ea					
Monday - Day 2	AM Supplement		##WG Chicken Sandwich	1 sand	#Porcupine Meatballs w/	3 ea	
	O'Brien Potatoes	1/2 cup	Lettuce and Tomatoes	1/2 c,2 sl	Tomato Sauce	2 oz	
	Turkey Breakfast Patty	2 ea	Lite Mayo	1 pkt	##Brown Rice Pilaf	1/2 cup	Fresh Apple
	##WG Bread	2 slice	Mustard	1 pkt	Herbed Broccoli/Cauliflower*/**	1/2 cup	1 ea
	Jelly	1 ea	Spinach Salad**	1 cup	Garden Salad**	1 cup	
	Fluid 1% Milk, Unflavored	1 ea	Lite Ranch Dressing	2 pkt	LF French Dressing	2 pkt	
	NSLP Breakfast		Green Beans	1/2 cup	Fluid 1% Milk, Unflavored	1 ea	
	Fresh Honeydew*	1 cup	Vegetarian Baked Beans***	1/2 cup	#Cherry Crisp	1 svg	
	##WG Mini-Wheats Cereal	2 box	Fresh Grapes	1 cup			
	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea			
Tuesday - Day 3	AM Supplement		##WG Turkey Sandwich	1 ea	Pork Chops	3 oz	
	Orange Juice*	8 oz	Ranchero Beans***	1/2 cup	Glazed Sweet Potato**	1/2 cup	
	#Cream of Wheat	1 cup	Garden Salad**	1 cup	Green Beans	1/2 cup	Fresh Orange*
	Turkey Sausage Links	2 ea	LF Italian Dressing	2 pkt	Applesauce	1/2 cup	1 ea
	Fluid Skim Milk, Unflavored	1 ea	Fresh Pear	1 ea	##Dinner Roll	1 ea	
	NSLP Breakfast		Lite Mayo	1 pkt	Spread	1 ea	
	Fresh Watermelon	1 cup	Mustard	1 pkt	Fluid Skim Milk, Unflavored	1 ea	
	##Peach Muffin Square	2 ea	Fruit Cocktail	1/2 cup	#Spice Cake	1 svg	
	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea			
Wednesday - Day 4	AM Supplement		BBQ Beef on	1 ea	Chicken Fajitas w/	2 svg	
	#Quiche	1 svg	##WG Bun		##Corn Tortillas		
	##WG Bread	1 slice	Vegetarian Baked Beans***	1 cup	Salsa	1/4 cup	##WG
	Hash Browns	1/2 cup	Garlic Broccoli*	1 cup	Lite Sour Cream	1 oz	Graham Crackers
	LF Yogurt	6 oz	Mandarin Oranges*	1 cup	##WG Spanish Rice	1/2 cup	3, 2.5" sq
	Jelly	1 ea	Fluid 1% Milk, Unflavored	1 ea	Garden Salad**	1 cup	
	Fluid 1% Milk, Unflavored	1 ea			LF French Dressing	2 pkt	
	NSLP Breakfast				Canned Peaches	1/2 cup	
	Fresh Apple	1 ea			Fluid 1% Milk, Unflavored	1 ea	
	##WG Corn Flake	2 box					
	Fluid 1% Milk, Unflavored	1 ea					
Thursday - Day 5	AM Supplement		## WG Chicken Burrito	1 ea	Country Fried Steak	2 svg	
	#Grits	1 cup	##Steamed Brown Rice	1/2 cup	w/ Brown Gravy	2 oz	
	Scrambled Eggs	1/2 cup	Garden Salad**	1 cup	Parslied Potatoes	1 cup	##WG
	Applesauce*	1 cup	LF Italian Dressing	2 pkt	Whole Kernel Corn	1/2 cup	NutriGrain Bar
	Fluid Skim Milk, Unflavored	1 ea	Apricot Halves**	1 cup	##WG Bread	2 slice	1 ea
	NSLP Breakfast		Fluid Skim Milk, Unflavored	1 ea	Fresh Orange*	1 ea	
	Fresh Grapes	1 cup			Pear Diced	1 cup	
	##WG Mini-Wheats Cereal	2 box			Fluid Skim Milk, Unflavored	1 ea	
	Fluid Skim Milk, Unflavored	1 ea					
Friday - Day 6	AM Supplement		#Lasagna w/ Ground Beef	1 svg	Pork Rib Patty w/	1 ea	
	#Pancakes	3 ea	##WG Garlic Bread	2 slice	BBQ Sauce	1 oz	
	Turkey Breakfast Patty	2 ea	Green Salad**	1 cup	##Dinner Roll	2 ea	##WG
	Fluid 1% Milk, Unflavored	1 ea	LF French Dressing	2 pkt	Ranchero Beans***	1/2 cup	Graham Crackers
	Syrup	1 ea	Garlic Broccoli*	1 cup	Sauteed Spinach**	1/2 cup	3, 2.5" sq
	NSLP Breakfast		Fresh Honeydew*	1 cup	Fruit Cocktail	1 cup	
	Mandarin Oranges*	1 cup	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea	
	##WG Corn Flake	2 box					
	Fluid 1% Milk, Unflavored	1 ea					
Saturday - Day 7	AM Supplement		Honey Lemon Chicken	1 svg	##WG Pepperoni Pizza	2 ea	
	Cheesy Egg Scramble	1/2 cup	Scalloped Potatoes	1/2 cup	Garden Salad**	1 cup	
	Salsa	1/4 cup	Steamed carrots**	1 cup	LF Italian Dressing	2 pkt	Fresh Banana
	Turkey Sausage Links	2 ea	Canned Peaches	1/2 cup	Minestrone Soup***	1 cup	1 ea
	Fluid Skim Milk, Unflavored	1 ea	##WG Bread	2 slice	#Saltine Crackers	1 pk	
	NSLP Breakfast		Fresh Orange*	1 ea	Pineapple Chunks	1/2 cup	
	Apricot Halves**	1 cup	Fluid 1% Milk, Chocolate	1 ea	Fluid Skim Milk, Unflavored	1 ea	
	##WG Banana Bread	2 ea					
	Fluid Skim Milk, Unflavored	1 ea					

DAILY TOTALS		
Kcal	2807	
Fat	30.47	%
Sat Fat	10.15	%
Pro	4	SVG
Dairy	4.5	SVG
V/F	12	SVG
G/WG	9.75/8.75	SVG
Vit A	2	SVG
Vit C	2	SVG
Fiber	45	Gm
Kcal	2753	
Fat	27.22	%
Sat Fat	7.18	%
Pro	3.25	SVG
Dairy	4	SVG
V/F	15.25	SVG
G/WG	8.5/7	SVG
Vit A	3	SVG
Vit C	2	SVG
Fiber	48	Gm
Kcal	2934	
Fat	21.93	%
Sat Fat	6.98	%
Pro	3	SVG
Dairy	4	SVG
V/F	12.75	SVG
G/WG	8/5	SVG
Vit A	2	SVG
Vit C	2	SVG
Fiber	37	Gm
Kcal	2878	
Fat	23.27	%
Sat Fat	7.27	%
Pro	4.25	SVG
Dairy	5	SVG
V/F	11	SVG
G/WG	8.5/8.5	SVG
Vit A	1	SVG
Vit C	2	SVG
Fiber	43	Gm
Kcal	2882	
Fat	24.17	%
Sat Fat	8.71	%
Pro	4	SVG
Dairy	4.5	SVG
V/F	14.5	SVG
G/WG	9.25/7.25	SVG
Vit A	2	SVG
Vit C	2	SVG
Fiber	46	Gm
Kcal	2904	
Fat	25.9	%
Sat Fat	8.35	%
Pro	2.75	SVG
Dairy	4.5	SVG
V/F	12	SVG
G/WG	10.75/7	SVG
Vit A	2	SVG
Vit C	3	SVG
Fiber	38	Gm
Kcal	2870	
Fat	25.13	%
Sat Fat	10.21	%
Pro	2.875	SVG
Dairy	5.5	SVG
V/F	12.5	SVG
G/WG	6.33/6	SVG
Vit A	3	SVG
Vit C	1	SVG
Fiber	42	Gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU, NSLP
CYCLE 4

Los Angeles County Probation Department

NSLP Cycle 4 (Grade 9-12) FROM: TO:

NSLP Breakfast

DAY / DATE	BREAKFAST Item	Svg	NSLP LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	AM Supplement		##WG Turkey Sandwich	1 ea	#Chicken Tomato Bake	2 svg	
	Breakfast Sandwich on	1 ea	Ranchero Beans***	1/2 cup	Garlic Broccoli*	1 cup	
	##WG Bread		Potato Salad	2/3 cup	Green Salad**	1 cup	Fresh Apple
	LF Yogurt	6 oz	Mustard	1 pkt	LF Italian Dressing	2 pkt	1 ea
	Fluid 1% Milk, Unflavored	1 ea	Lite Mayo	1 pkt	##WG Bread	1 slice	
	NSLP Breakfast		Pear Diced	1/2 cup	Fluid 1% Milk, Unflavored	1 ea	
	Fresh Grapes	1 cup	Fresh Orange*	1 ea	#Pineapple Upside-down Cake	1 svg	
	##Peach Muffin Square	2 ea	Fluid 1% Milk, Unflavored	1 ea			
	Fluid 1% Milk, Unflavored	1 ea					
Monday - Day 2	AM Supplement		Teriyaki Chicken Bowl w/	1 svg	Roast Beef w/	3 oz	
	##Cinnamon Oatmeal	1 cup	Broccoli/Carrots/Cabbage*/**		Brown Gravy	1/4 cup	
	Hash Browns	1/2 cup	& ##Brown Rice	1 cup	Mashed Potatoes	1/2 cup	##WG
	Turkey Sausage Links	2 ea	Fresh Honeydew*	1 cup	Mixed Vegetables**	1 cup	Graham Crackers
	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea	Green Salad**	1 cup	3, 2.5" sq
	NSLP Breakfast				LF Italian Dressing	2 pkt	
	Pineapple Chunks*	1 cup			Canned Peaches	1 cup	
	##WG Mini-Wheats Cereal	2 box			Fresh Banana	1 ea	
	Fluid Skim Milk, Unflavored	1 ea			##Dinner Roll	2 ea	
					Fluid Skim Milk, Unflavored	1 ea	
Tuesday - Day 3	AM Supplement		Baked Chicken	3 oz	##Nachos w/ Ground Turkey	1 svg	
	#Pancakes	3 ea	Parslied Potatoes	1/2 cup	Pinto Beans***	1/2 cup	
	O'Brien Potatoes	1/2 cup	Tangy Cucumber & Tomato Salad	1 cup	##WG Spanish Rice	1/2 cup	Fresh Orange*
	Sliced Ham	2 oz	##WG Bread	2 slice	Steamed Carrots**	1 cup	1 ea
	Syrup	1 ea	Apricot Halves**	1 cup	Garden Salad**	1 cup	
	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea	LF French Dressing	2 pkt	
	NSLP Breakfast				Ice Cream Variety	1 ea	
	Mandarin Oranges*	1 cup			Fluid 1% Milk, Unflavored	1 ea	
	##WG Corn Flake	2 box					
	Fluid 1% Milk, Unflavored	1 ea					
Wednesday - Day 4	AM Supplement		##WG Chicken Sandwich	1 sand	Salisbury Steak w/	2 ea	
	#Waffles	3 ea	Lettuce & Tomatoes	1/2 c,2 sl	Brown Gravy	2 oz	
	Turkey Sausage Links	2 ea	Ketchup	1 pkt	##Brown Rice Pilaf	1/2 cup	Fresh Banana
	Fluid Skim Milk, Unflavored	1 ea	Mustard	1 pkt	Green Beans	1/2 cup	1 ea
	Syrup	1 ea	Vegetarian Baked Beans***	1/2 cup	##WG Bread	2 slice	
	NSLP Breakfast		Garlic Broccoli*	1 cup	Fruit Cocktail	1 cup	
	Apricot Halves**	1 cup	Fresh Watermelon	1 cup	Fluid Skim Milk, Unflavored	1 ea	
	##WG Mini-Wheats Cereal	2 box	Fluid Skim Milk, Unflavored	1 ea			
	Fluid Skim Milk, Unflavored	1 ea					
Thursday - Day 5	AM Supplement		Hamburger on	1 ea	Pork Chop Suey	1, 1/2 cup	
	Scrambled Eggs	1/2 cup	##WG Bun		Garden Salad**	1 cup	
	Bacon	2 strips	Lettuce and Tomatoes	1/2 c,2 sl	LF French Dressing	2 pkt	Fresh Pear
	##WG Bread	2 slice	Potato Salad	2/3 cup	#Fried Rice	1/2 cup	1 ea
	Jelly	1 ea	Green Salad **	1 cup	Garlic Broccoli*	1 cup	
	Fluid 1% Milk, Unflavored	1 ea	LF Italian Dressing	2 pkt	Glazed Sweet Potato**	1/2 cup	
	NSLP Breakfast		Lite Mayo	1 pkt	Mandarin Oranges*	1 cup	
	Fresh Apple	1 ea	Ketchup/Mustard	1 pkt ea	Fluid 1% Milk, Unflavored	1 ea	
	##WG Mini-Wheats Cereal	2 box	Fresh Cantaloupe*/**	1 cup			
	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea			
Friday - Day 6	AM Supplement		Hot Roast Beef &	2 oz	Baked Cajun Chicken	2 svg	
	#Cream of Wheat	1 cup	American Cheese on	1 slice	Orange Glazed Carrots**	1 cup	
	Cheesy Egg Scramble	1/2 cup	##WG Bread	2 slice	Ranchero Beans***	1/2 cup	##WG
	Turkey Breakfast Patty	2 ea	Mustard	1 pkt	Garden Salad**	1 cup	Graham Crackers
	Fluid Skim Milk, Unflavored	1 ea	Lite Mayo	1 pkt	LF Italian Dressing	2 pkt	3, 2.5" sq
	NSLP Breakfast		Lettuce and Tomatoes	1/2 c,2 sl	Fresh Orange*	1 ea	
	Fresh Grapes	1 cup	Coleslaw	1/2 cup	Fluid Skim Milk, Unflavored	1 ea	
	##Pineapple Scone	1 ea	Whole Kernel Corn	1/2 cup	#Chocolate Cake w/	1 svg	
	Fluid Skim Milk, Unflavored	1 ea	Fresh Honeydew*	1 cup	Chocolate Glaze	1 T	
			Fluid Skim Milk, Unflavored	1 ea			
Saturday - Day 7	AM Supplement		##Pizzaburger on Roll	1 svg	Turkey a la King	1 cup	
	##Breakfast Burrito	1 ea	Minestrone Soup***	1 cup	#Steamed Rice	1 cup	
	w/ Salsa	1/4 cup	Garden Salad**	1 cup	Green Salad**	1 cup	Fresh Orange*
	Turkey Sausage Links	2 ea	LF French Dressing	2 pkt	LF Italian Dressing	2 pkt	1 ea
	Orange Juice*	8 oz	Pineapple Chunks*	1 cup	Pear Diced	1/2 cup	
	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Chocolate	1 ea	Fluid 1% Milk, Unflavored	1 ea	
	NSLP Breakfast						
	Fresh Apple	1 ea					
	##Applesauce Cake	2 ea					
	Fluid 1% Milk, Unflavored	1 ea					

DAILY TOTALS		
Kcal	2894	
Fat	24.57	%
Sat Fat	7.67	%
Pro	2.5	SVG
Dairy	4.75	SVG
V/F	12.75	SVG
G/WG	10/7	SVG
Vit A	1	SVG
Vit C	2	SVG
Fiber	43	Gm
Kcal	2879	
Fat	18.59	%
Sat Fat	4.65	%
Pro	4	SVG
Dairy	4	SVG
V/F	15	SVG
G/WG	9/9	SVG
Vit A	3	SVG
Vit C	3	SVG
Fiber	50	Gm
Kcal	2807	
Fat	24.1	%
Sat Fat	8.28	%
Pro	3.5	SVG
Dairy	4.75	SVG
V/F	13.5	SVG
G/WG	8.5/5.5	SVG
Vit A	3	SVG
Vit C	2	SVG
Fiber	39	Gm
Kcal	2921	
Fat	25.73	%
Sat Fat	7.16	%
Pro	4.25	SVG
Dairy	4	SVG
V/F	12	SVG
G/WG	10/7	SVG
Vit A	1	SVG
Vit C	1	SVG
Fiber	48	Gm
Kcal	2826	
Fat	31.79	%
Sat Fat	10.32	%
Pro	4	SVG
Dairy	4	SVG
V/F	16	SVG
G/WG	7/6	SVG
Vit A	4	SVG
Vit C	3	SVG
Fiber	47	Gm
Kcal	2805	
Fat	30.26	%
Sat Fat	9.87	%
Pro	5.25	SVG
Dairy	4.75	SVG
V/F	12.5	SVG
G/WG	6.75/4	SVG
Vit A	2	SVG
Vit C	2	SVG
Fiber	33	Gm
Kcal	2866	
Fat	24.32	%
Sat Fat	8.71	%
Pro	3.625	SVG
Dairy	4	SVG
V/F	13	SVG
G/WG	7.5/5.5	SVG
Vit A	2	SVG
Vit C	3	SVG
Fiber	40	Gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

WEEKLY MENU, NSLP
CYCLE 5

Los Angeles County Probation Department

NSLP Cycle 5 (Grade 9-12) FROM: TO:

NSLP Breakfast

DAY / DATE	BREAKFAST Item	Svg	NSLP LUNCH Item	Svg	DINNER Item	Svg	SNACK Item
Sunday - Day 1	AM Supplement		##Grilled Chicken Wrap	1 ea	#Ground Beef w/ Spanish Rice	1,1/2 cup	
	##Cinnamon Oatmeal	1 cup	Parslied Potatoes	1/2 cup	##Corn Tortilla	2 ea	
	Scrambled Eggs	1/2 cup	Coleslaw	1/2 cup	Garlic Broccoli*	1 cup	##WG
	##WG Bread	2 slice	Applesauce	1/2 cup	Pear Diced	1/2 cup	NutriGrain Bar
	Jelly	1 ea	Fresh Honeydew*	1 cup	Fluid Skim Milk, Unflavored	1 ea	1 ea
	Spread	1 ea	Fluid Skim Milk, Unflavored	1 ea			
	Fluid Skim Milk, Unflavored	1 ea					
	NSLP Breakfast						
	Apricot Halves**	1 cup					
	##WG Corn Flake	2 box					
	Fluid Skim Milk, Unflavored	1 ea					
Monday - Day 2	AM Supplement		##Chicken Parmesan Sandwich	1 ea	Country Fried Steak	2 svg	
	##WG Bread	2 slice	Garden Salad**	1 cup	Au Gratin Potatoes	1/2 cup	
	Turkey Sausage Links	2 ea	LF Italian Dressing	2 pkt	Herbed Broccoli/Cauliflower*/**	1/2 cup	Fresh Banana
	Hash Browns	1/2 cup	Green Beans	1/2 cup	Cantaloupe & Honeydew Melon*	1 cup	1 ea
	Jelly	1 ea	Fresh Grapes	1 cup	##Dinner Roll	2 ea	
	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea	Spread	1 ea	
	NSLP Breakfast				Fluid 1% Milk, Unflavored	1 ea	
	Mandarin Oranges*	1 cup					
	##WG Mini-Wheats Cereal	2 box					
	Fluid 1% Milk, Unflavored	1 ea					
Tuesday - Day 3	AM Supplement		##WG Beef Burrito	1 ea	#Chicken Pot Pie	1,1/2 cup	
	Orange Juice*	8 oz	Pinto Beans***	1/2 cup	Garden Salad**	1 cup	
	#Cream of Wheat	1 cup	Tangy Cucumber & Tomato Salad	1 cup	LF French Dressing	2 pkt	Fresh Orange*
	##French Toast	2 ea	Fresh Apple	1 ea	Canned Peaches	1 cup	1 ea
	Syrup	1 ea	Fluid Skim Milk, Unflavored	1 ea	##Cornbread	1 ea	
	Spread	1 ea			Fluid Skim Milk, Unflavored	1 ea	
	Fluid Skim Milk, Unflavored	1 ea					
	NSLP Breakfast						
	Pear Diced	1 cup					
	##WG Corn Flake	2 box					
	Fluid Skim Milk, Unflavored	1 ea					
Wednesday - Day 4	AM Supplement		Chicken Stir-Fry w/	1,1/2 cup	#Spaghetti w/ Meatsauce	1 cup	
	Bacon	2 strips	Carrots & Broccoli**/*		Parmesan Cheese	1 tbsp	
	##WG Bread	2 slice	##Steamed Brown Rice	1 cup	##Dinner Roll	2 ea	##WG
	Hash Browns	1/2 cup	Garden Salad**	1 cup	Green Salad**	1 cup	Graham Crackers
	Jelly	1 ea	LF French Dressing	2 pkt	LF Italian Dressing	2 pkt	3, 2.5" sq
	Fluid 1% Milk, Unflavored	1 ea	Fruit Cocktail	1/2 cup	Fresh Cantaloupe*/**	1 cup	
	NSLP Breakfast		Fresh Orange*	1 ea	Ice Cream Variety	1 ea	
	Fresh Banana	2 ea	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	1 ea	
	##Pineapple Scone	1 ea					
	Fluid 1% Milk, Unflavored	1 ea					
Thursday - Day 5	AM Supplement		Beef Hot Dog on	1 ea	Pork Rib Patty w/	2 ea	
	##Cinnamon Oatmeal	1 cup	##WG Bun		BBQ Sauce	1 oz	
	Turkey Sausage Links	2 ea	Vegetarian Baked Beans***	1 cup	##Brown Rice Pilaf	1/2 cup	Fresh Banana
	LF Yogurt	6 oz	Coleslaw	1/2 cup	Sauteed Spinach**	1/2 cup	1 ea
	Fluid Skim Milk, Unflavored	1 ea	Ketchup	1 pkt	Pineapple Chunks*	1 cup	
	NSLP Breakfast		Mustard	1 pkt	Fresh Orange*	1 ea	
	Fresh Grapes	1 cup	Fresh Honeydew*	1 cup	#Dinner Roll	2 ea	
	##WG Mini-Wheats Cereal	2 box	Fluid Skim Milk, Unflavored	1 ea	Fluid Skim Milk, Unflavored	1 ea	
	Fluid Skim Milk, Unflavored	1 ea					
Friday - Day 6	AM Supplement		##WG Pepperoni Pizza	1 ea	Ground Turkey Stroganoff w/	1,1/2 cup	
	#Pancakes	2 ea	Mixed Vegetables**	1 cup	#Egg Noodles	1 cup	
	Hash Browns	1/2 cup	Spinach Salad**	1 cup	#Biscuit	1 ea	Fresh Orange*
	Cheesy Egg Scramble	1/2 cup	Lite Ranch Dressing	2 pkt	Garden Salad**	1 cup	1 ea
	Salsa	1/4 cup	Fresh Cantaloupe*/**	1 cup	LF French Dressing	2 pkt	
	Syrup	1.5 oz	Fluid 1% Milk, Unflavored	1 ea	Pear Diced	1/2 cup	
	Fluid 1% Milk, Unflavored	1 ea			Fluid 1% Milk, Unflavored	1 ea	
	NSLP Breakfast						
	Fresh Apple	1 ea					
	##WG Corn Flake	2 box					
	Fluid 1% Milk, Unflavored	1 ea					
Saturday - Day 7	AM Supplement		##Chicken Tacos w/	2 ea	Roast Beef w/	3 oz	
	Scrambled Eggs	1/2 cup	Lettuce/Tomato/Cheese		Brown Gravy	1/4 cup	
	Turkey Breakfast Patty	2 ea	##WG Spanish Rice	1/2 cup	Glazed Sweet Potato**	1/2 cup	##WG
	Fluid Skim Milk, Unflavored	1 ea	Ranchero Beans***	1/2 cup	#Macaroni and Cheese	1/2 cup	Graham Crackers
	NSLP Breakfast		Crunchy Baby Carrots**	1/2 cup	Garlic Broccoli *	1 cup	3, 2.5" sq
	Fresh Watermelon	1 cup	Lite Ranch Dip	1 oz	##WG Bread	1 slice	
	##Oatmeal Muffin Square	2 ea	Fresh Apple	1 ea	Fresh Pear	1 ea	
	Fluid Skim Milk, Unflavored	1 ea	Fluid 1% Milk, Chocolate	1 ea	Fluid Skim Milk, Unflavored	1 ea	

DAILY TOTALS		
Kcal	2860	
Fat	27.16	%
Sat Fat	9.41	%
Pro	4	SVG
Dairy	4.5	SVG
V/F	12.75	SVG
G/WG	11.25/10.2	SVG
Vit A	1	SVG
Vit C	2	SVG
Fiber	39	Gm
Kcal	2798	
Fat	30.67	%
Sat Fat	10.56	%
Pro	4	SVG
Dairy	4.75	SVG
V/F	13	SVG
G/WG	8/8	SVG
Vit A	2	SVG
Vit C	3	SVG
Fiber	43	Gm
Kcal	2928	
Fat	20.37	%
Sat Fat	7.25	%
Pro	2	SVG
Dairy	4.25	SVG
V/F	12	SVG
G/WG	8.5/6.5	SVG
Vit A	1	SVG
Vit C	2	SVG
Fiber	43	Gm
Kcal	2830	
Fat	25.95	%
Sat Fat	8.36	%
Pro	3	SVG
Dairy	4.5	SVG
V/F	14.25	SVG
G/WG	9/8	SVG
Vit A	4	SVG
Vit C	3	SVG
Fiber	39	Gm
Kcal	2801	
Fat	21.87	%
Sat Fat	6.70	%
Pro	4.75	SVG
Dairy	4.75	SVG
V/F	10.75	SVG
G/WG	9/9	SVG
Vit A	1	SVG
Vit C	3	SVG
Fiber	46	Gm
Kcal	2849	
Fat	28.22	%
Sat Fat	9.56	%
Pro	2.75	SVG
Dairy	5	SVG
V/F	12.75	SVG
G/WG	8/3	SVG
Vit A	4	SVG
Vit C	2	SVG
Fiber	35	Gm
Kcal	2797	
Fat	25.34	%
Sat Fat	8.97	%
Pro	4.5	SVG
Dairy	4.5	SVG
V/F	9.5	SVG
G/WG	7.25/6.5	SVG
Vit A	2	SVG
Vit C	1	SVG
Fiber	42	Gm

*Vitamin C **Vitamin A ***Legume #Bread/Grain ## (WG) Whole Grain

SAMPLE ADULT MEALS

Item/Day	Monday	Tuesday	Wednesday	Thursday	Friday
Soup	Baked Potato	Minestrone	Lentil & Spinach	Chicken Tortilla	Vegetable
Entrée Salad	Greek	Asian Chicken	Chicken Fajita	Fresh Fruit w/Yogurt	Chopped BBQ Chicken
Cold Entrée Sandwich		Italian Sub	Turkey Wrap	Tuna Salad Sandwich	Curried Chicken Salad Wrap
Entrée #1	Three Bean Vegetarian Chili	Beef Bolognese over Whole Grain Penne Pasta	Baked Rosemary Chicken	Pork Stew with Green Tomatillo Sauce served over Steamed Rice	Memphis Barbeque Chicken
Entrée #2	Sloppy Joe			Bean & Cheese Burrito	Baked Potato
Side	Apple, Cranberry & Red Cabbage Slaw	Seasoned Green Beans	Macaroni & Cheese	Mexican Street Corn Salad	Pasta Salad
Side	Corn on the Cob	Fresh Roasted Brussel Sprouts	Seasoned or Raw Baby Carrots	Seasoned Spinach	Seasoned Green Beans
Accompaniment	Cornbread	Garlic Breadstick	Whole Grain Roll	Flour Tortilla	Whole Grain Roll
Accompaniment	Snicker Doodle Cookie	Peach Crumble	Lemon Cream Cupcake	Glazed Chocolate Cake	Chocolate Chip Cookie
Always Available	Salad Bar / Fresh Seasonal Fruit / Chips / Youth Entrée / Youth Sides				

VEGAN OR VEGETARIAN OPTIONS CAN BE ACCOMODATED

ADDENDUM TO MENU

I. Minimum Standards

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Technical Exhibit 4 or Technical Exhibit 4a).

Meats – USDA Select (15%/85%)

Fat content shall not be more than 20% in meat, except ground meat, which shall be no more than 15%. No fillers to be used in ground beef except for an allowable 4% maximum of vegetable protein filler.

Eggs – Pasteurized Grade AA or A, medium, whole fresh eggs

Fresh Vegetables – (except squash) US

No. 1 Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

US Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 50% whole grain flour or meal as determined by weight. The remaining 50% shall be from enriched grain.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of 1% low-fat milk and skim milk.

ADDENDUM TO MENU

Table A.1 - Sample Sack Breakfast Menu

Food Component	Portion Size	Sample Menu
Whole Grain	1 Serving	1 Nutrigrain Bar or 1 Slice Bread
Whole Grain	1 Serving	3/4 Cup Whole Grain Cold Cereal
Fruit	1 Serving	1 Fresh Apple or 1/2 Cup peaches
Fruit	1 Serving	8oz Orange Juice or 1 Fresh Banana
Fluid Milk	16 oz	2, 8 oz Containers, Skim or 1% Milk
Condiment	1 Serving	1pkt Sugar or 1ea Spread

Food Component	Portion Size	Sample Menu
Meat/Meat Alternative	2 Servings	4oz Sliced Turkey
Whole Grain	2 Servings	2 Slices Whole Wheat Bread
Fruit	1 Serving	1 Whole Fresh Orange
Fruit	1 Serving	1 Whole Fresh Apple
Vegetable	1 Serving	6 sticks each (1/2 cup), Carrot Sticks
Vegetable	1 Serving	6 sticks each (1/2 cup), Celery Sticks
Fluid Milk	2 Serving	2, 8oz Containers, Skim or 1% Milk
Condiment	2 pkt	2pkt Lite Mayo
Condiment	2 pkt	2pkt Mustard

SAMPLE MEDICAL/MODIFIED DIETS

Consistent Carbohydrate Diet

- **2,000 kcal/day or 2,800 kcal/day + 3 snacks/day (AM, PM, HS)**
- Previously, this diet may have had other names ("Diabetic diet", "ADA diet") but these terms are now considered obsolete because evidence suggests that there is not an ideal percentage of energy from carbohydrate, protein, and fat for all people with diabetes. The name of the diet no longer emphasizes the restriction of sugar or sweets, but rather emphasizes controlling carbohydrates.
- This diet is recommended for individuals diagnosed with diabetes, prediabetes, or some level of insulin or blood sugar imbalance. While no specific dietary pattern is recommended for the management of diabetes, controlling the amount and type of carbohydrate consumed has been found to be helpful in managing blood sugar. The amount of carbohydrate and available insulin may be the most important factor influencing the body's response after eating and should be considered when developing a patient's eating plan.
- This diet provides a range of 3-5 carbohydrate servings (45 g-75 g) at each meal along with 0-4 carbohydrate servings (0 g-30 g) during snacks.

Prenatal Diabetic Diet

- **2,000 kcal/day + 3 snacks/day (AM, PM, HS)**
- This diet is indicated for an individual who develops diabetes during pregnancy or has diabetes before she becomes pregnant. This diet is designed to meet the nutritional needs of the diabetic youth, however it can be individualized. The meal pattern provides consistent carbohydrates throughout the day, in addition to four servings of milk to support increased calcium needs.

Sodium-Restricted Diet

- The sodium-restricted diet is composed of fluids and foods with limited sodium content. These foods can consist of foods with naturally low levels of sodium or foods that have been produced in such a way that they contain less sodium. The 2015-2020 US Dietary Guidelines recommends limiting sodium to less than 2,300 mg/day. Commonly offered sodium-restricted modifications include the "no added salt" (NAS) (3 g to 4 g sodium), and "low-sodium" (1.5 g to 2 g sodium), diets. The regular 5-week cycle menu provides approximately 2,000 to 2,300 mg of sodium per day.
- Individuals with cardiovascular disease, heart failure, kidney disease, or those presenting with edema may benefit from sodium restriction of varying degrees, depending on medical conditions and clinical status. Individuals diagnosed with high blood pressure (prehypertension and hypertension) would benefit from lowering blood pressure, and further sodium reduction to 1,500 mg per day can result in even greater blood pressure reduction.

SAMPLE MEDICAL/MODIFIED DIETS

Lactose-Controlled Diet

- The lactose-controlled diet removes most sources of lactose from the diet. Lactose is the sugar found in milk and dairy foods. This diet is recommended for individuals with lactose intolerance or lactase enzyme deficiency or when a youth reports symptoms that support a lactose intolerance diagnosis such as bloating, diarrhea, abdominal cramps and gas after consuming milk or products made from or containing milk. THIS DIET IS NOT INTENDED FOR YOUTH WHO ARE ALLERGIC TO MILK.

Increased Fiber Diet

- When adequate fiber is consumed (25-35 g/day, with girls on the lower end and boys on the higher end), many health benefits occur in the colon and body. Fiber works to sweep out toxins, cholesterol and cancer causing substances from the colon. Adequate fluid intake is crucial., and overconsumption of fiber (≥ 50 g/day) can cause blockage. The regular 5-week cycle menu contains an adequate amount of fiber typically ≥ 35 g/day and therefore is considered a high fiber menu. The increased fiber diet may be ordered if even more fiber is medically necessary. Drinking 8 to 10 cups or water per day is recommended to prevent constipation.

Blood Lead Reduction Diet

- The Blood Lead Reduction Diet is recommended for individuals who have an elevated blood lead level, or 3 mg/dl or more. Nutritional counseling related to calcium and iron intake is recommended for blood lead levels between 10-19 mg/dl may require medical interventions as deemed necessary by the physician and in accordance with CDC guidelines. A physician should be consulted before taking dietary supplements of calcium or iron, as excessive amounts of these, particularly the latter, can have serious health effects of their own.

Mechanical Soft Diet

- This diet is designed to minimize the amount of chewing necessary to digest food. It may be used as a transition from a wired jaw diet to a regular diet. The diet is modified only in texture such as blended, chopped, ground and pureed foods. Foods are moist and require minimal chewing before swallowing.

Wired Jaw Diet

- Due to the youth's inability to chew due to a wired jaw, all foods must be of a consistency that can be sucked through a straw. Because the jaw may be wired for up to eight weeks, meals must be carefully planned to ensure adequate intake of calories, protein, carbohydrates, vitamins and minerals.

SAMPLE MEDICAL/MODIFIED DIETS

Full Liquid Diet

- The full liquid diet is often used as a transition between a clear liquid diet and a regular diet, for example, after surgery or fasting. It may also be prescribed after certain procedures, such as jaw wiring. This diet is appropriate for youth who have difficulty swallowing and chewing.

Clear Liquid Diet

- A clear liquid diet maintains vital body fluids, salts, and minerals and also gives some energy for youth when normal food intake must be interrupted. Clear liquids are easily absorbed and reduce stimulation of the digestive system, and leave no residue in the intestinal tract. A clear liquid diet is often prescribed in preparation for surgery and right after surgery. Clear liquids are given when a youth has been without food for a long time.

Food Allergy Diet

- The purpose of a food allergy diet is to eliminate the allergen from meals and provide nutritionally comparable substitutions in place of allergenic item(s) on the menu. Allergenic foods are not necessarily visible to the eye and may be hidden within foods; i.e. a component of the allergenic food rather than the whole food may be contained within a prepared food item. Therefore, it is important to read all labels when preparing meals for a youth with a food allergy.

SUBSTITUTION LIST

The menu item substitution list below provides guidance for substituting appropriate food components when a menu item is unavailable or must be substituted. For detailed information for specific foods and how they contribute to each food component, refer to the **USDA Food Buying Guide**.

Menu Symbol	Nutrient/ Component	Approved Food Substitutions	One Serving
*	Vitamin C	Oranges, Mandarin Oranges, Pineapple, Tomato, Broccoli, Cabbage, Applesauce (with added Vitamin C), Cauliflower, Potato (baked with skin)	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
**	Vitamin A	Sweet Potato, Carrot, Winter Squash (all types), Peas & Carrots, Apricot, Cantaloupe, Spinach, Summer Squash, Butternut Squash, Greens (Collard, Turnip, Mustard), Watermelon, Mixed Vegetables	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
***	Legumes	Bean or Lentil Soups (2 cups or 1 cup + another bean on same day), Refried Beans, Pinto Beans, Black Bean Salad, Baked Beans, Ranch Style Beans	Beans = 1 cup Bean Soups = 2 cups or 1 cup + another bean on same day Lentil Soups = 2 cups or 1 cup + another bean on same day
#	Bread/Grain	Cold Cereal, Waffles, Biscuits, Noodles, Pasta, Pancakes, Rice, Saltine Crackers, Sandwich Roll, English Muffin, Cold Cereal, Bagels, Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Bun (hamburger/hot dog), Dinner Roll, Granola bar, Tortilla, Corn Chips	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup (1oz) Saltine Cracker = 6 squares Tortilla 6” = 1

SUBSTITUTION LIST

##	**Whole Grains**	Whole Grain Cold Cereal, Whole Grain Bagels, Wheat Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Whole Wheat Bun (hamburger/hot dog), Whole Wheat Dinner Roll, Granola bar, Brown rice, Tortilla Chips, Whole Wheat tortillas	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup Wheat Saltine Cracker = 6 square Whole Grain Tortilla 6" = 1
None	**Meat/Meat Alternatives (Protein)**	All types of fresh lean meats, poultry, fish; eggs, tofu, beans	Meat, poultry, fish = 2-3 oz (without bone) Eggs = 2 medium Tofu = 8 oz Beans = 1 cup
None	**Dairy**	Cheeses, Yogurt, Pudding, Ice Cream Non-fat dry milk: ~ **1 cup** fluid non-fat milk Mix 1/3 cup dry milk powder + 1 cup water. ~ **4 cup** fluid non-fat milk Mix 1 and 1/3 cups dry milk powder + 3 and ¾ cups water.	If used in place of fluid milk component: Natural Cheese = 1.5 oz Processed Cheese = 2 oz Nonfat Yogurt = 1 cup Pudding = 1 cup Ice Cream = 1 ½ cup
None	**Fluid Milk**	Fluid Skim Milk (with Vitamin A & D)	8 oz
None	**F/V NOT Vit. A or C**	Apple, Applesauce, lettuce, Peaches, Pear, Corn, Peas, Banana, Cucumbers, Green Beans, Fruit Cocktail, Celery	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
N/A	**Non-Fat Dry Milk**	To reconstitute non-fat fluid milk, do the following: To make ~ **1 cup** fluid non-fat milk, Mix 1/3 cup dry milk powder + 1 cup water. To make ~ **4 cups** fluid non-fat milk, Mix 1 and 1/3 cups dry milk powder + 3 and ¾ cups water.	

SAMPLE MENU PRODUCTION RECORD

Los Angeles County Probation
MSB- FANS
Menu Production Records
SAMPLE - Regular T-15

SITE: | OFFER vs. SERVE: NO | DAY: | DATE:

MEAL COUNT RECORD				MENU ITEM	Portion Size	Portion Utensil	Recipe Number	Unit/Rec	# Times Recipe/#Svg Per Unit	Amount to Prepare		Leftovers	Temperature	Contribution to Meal Pattern - T15				
	EST.	ACT.								Estimate	Actual			M/MA	Grain	Veg/Fruit		Dairy
														svg	svg	svg	svg	svg
YOUTH			BREAKFAST															
ADULTS																		
TOTAL												MEAL TOTALS=						
YOUTH			LUNCH															
ADULTS																		
TOTAL												MEAL TOTALS=						
YOUTH			DINNER															
ADULTS																		
TOTAL												MEAL TOTALS=						
YOUTH			HS SNACK															
ADULTS																		
TOTAL												MEAL TOTALS=						
DAILY												DAILY TOTALS=						

SAMPLE MENU PRODUCTION RECORD NSLP

Los Angeles County Probation
MSB- FANS
Menu Production Records
SAMPLE - NSLP

SITE: | OFFER vs. SERVE: NO | DAY: | DATE:

MEAL COUNT RECORD														Contribution to Meal Pattern - NSLP					
	EST.	ACT.		MENU ITEM	Portion Size	Portion Utensil	Recipe Number	Unit/Rec	# Times Recipe/#Svg Per Unit	Amount to Prepare Estimate	Amount to Prepare Actual	Leftovers	Temperature	Pro oz eq	Grain oz eq	WG oz eq	Fruit Cups	Veggie Cups	Milk Cups
YOUTH			BREAKFAST																
ADULTS																			
TOTAL												MEAL TOTALS=							
YOUTH			LUNCH																
ADULTS																			
TOTAL												MEAL TOTALS=							
YOUTH			DINNER																
ADULTS																			
TOTAL												MEAL TOTALS=							
YOUTH			HS SNACK																
ADULTS																			
TOTAL												MEAL TOTALS=							
DAILY												DAILY TOTALS=							

PUBLIC WORKS PAYROLL REPORTING FORM

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.:

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:

WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:

PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

Form A-1-131 (New 2-80)

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION MUST be completed
(See reverse side)

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work orders to the Program Manager for submission to the appropriate Internal Services Department repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning, sewers, et. al; the Contractor will notify the Program Manager (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and buildings.

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	X				
Double Sink - S/S w/Faucet Built- in			X	11	
Table -Sink - 30" x 17 ½ Built- in Main Kitchen			X	11	
Mixer-Floor-Vulcan Auto Mix Model FM80	X				
Bins -S/S -Portable w/Caster (8)	X				
Refrigerator - 2 door - Traulsen			X	13	
Refrigerator/Freezer Walk-in Bally			X	13	
Kettle-Steam S/S Serial #1976 Model D43	X				
Hot/Cold Carts-Cres-Cor (13)	X				
Ovens 6 ea.- Bakers - Blodgett Co.	X				
Mixer - Vulcan-Floor Model	X				
Table 12' w/Shelves & Sink Built-in	X				
Refrigerators - S/S (3)			X	13	
Refrigerator Freezers-Balley Co Walk-in (2)			X	13	
Refrigerator Walk-in			X	13	
Hot Line w/Sneeze Guard-Cabinet-Refrig.	X				Mech. To maintain refrig.
Table-Utensil Rack w/Sink	X				
Table-Work 6' - S/S	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Meat Saw - Hobart	X				
Food Warmer-Serving Line 1-Kitchen 1-Cart Room	X				
Conveyer - Serving Line	X				
Food Warmer-Stationary 8 -Compartment Floor Model	X				
Spoons - Basting -Solid (6)	X				
Ranges w/Ovens (3) Garland	X				
Grills (1) Garland	X				
Convection Ovens - Electric (6)	X				
Steam Kettles - 2-40 Gal. 1-60 Gal.	X				
Table 15' x 30" - S/S	X				
Table -10" x 30" - S/S	X				
Pot & Pan Washing Machine	X				
Pre-Wash Sink & Table-Combination (2)	X				
Desk - Main Kitchen	X				
Light Fixtures			X	5	Contractor-bulbs/COUNTY Fixture
Sink & Faucets w/Cabinet - S/S	X				
Sink & Counter Tops - In Dining Room	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY ISD	CRAFT	REMARKS
Fire Extinguisher in Hood - Automatic			X		
Fire Extinguisher - Portable			X	13	
Ice Machine	X				
Filters In Hood	X				
Doors Interiors	X				
Traps			X	11	
Faucets			X	11	
Rinse Sprinkler -Overhead	X				

District 3 Facility: Barry J. Nidorf Juvenile Hall Address: 16350 Filbert Street, Sylmar BIS 700

SUSPENSION AND DEBARMENT CERTIFICATION

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit
April 1998

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ _____
Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

G:SNP:DEBARMENT

SUSPENSION AND DEBARMENT CERTIFICATION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

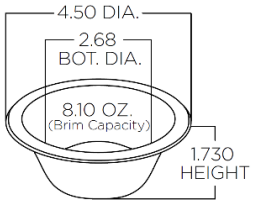
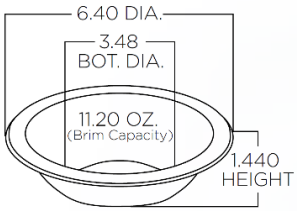
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONSUMABLE SUPPLIES SAMPLES

   8 OZ. ROUND BOWL Figure A	**<u>Round Bowl 8oz</u>** Dimensions: *see Figure A* Molded fiber tableware Fully compostable Made from 100% Recycled Material Safe for Food Contact
   12 OZ. BOWL Figure B	**<u>Round Bowl 12oz</u>** Dimensions: *see Figure 1B* Molded fiber tableware Fully compostable Made from 100% Recycled Material Safe for Food Contact

CONSUMABLE SUPPLIES SAMPLES

	3-Compartment Tray Dimensions: 18.56”x11.44”x16.63” Molded fiber pulp cafeteria trays with lid Fully compostable Made from 100% Recycled Material Safe for Food Contact
	White Tray Dimensions: 5” x 7” x 1 ½” Molded fiber trays Fully compostable Made from 100% Recycled Material Safe for Food Contact

MOVEMENT CONTROL MEAL COUNT

BARRY J. NIDORF JUVENILE HALL

DAY	Tuesday, August 15, 2017							BREAKFAST	
UNIT	NSLP Meals	Special Diets	Regular	Staff (Adult)	TOTALS	ADD-ONS (non-NSLP)			FINAL
					0			TRANSIENTS	
								ADMIN. STAFF	
					0			M.C. STAFF	
								NIGHT STAFF	
					0			MED. STAFF	
								GUESTS	
					0			PAID TICKETS	
								GARIBALDI	
					0			See special diet list	
								PREPARED BY	
					0				
					0			see special diet list	
					0				
					0			see special diet list	
					0				
					0				
					0			INFIRMARY	
					0			BSHU Finger foods	
					0			GSHU Finger foods	
					0			MOU Finger foods	
					0				
SACK LUNCHES					0				
TOTALS:	0	0	0	0	0	0			
COURTS:									
A.M. (A/B)						NSLP:	0		
L.P.						SPECIALS:	0		
POMONA						REGULAR:	0		
COMPTON						STAFF:	0		
K.J.J.C.						ADD-ONS:	0		
LONG BEACH						TOTAL:	0		
TOTAL:	0	0							

MOVEMENT CONTROL MEAL COUNT

BARRY J. NIDORF JUVENILE HALL

DAY		Wednesday, May 30, 2018						LUNCH	
UNIT	NSLP Meals	Special Diets	Regular	Staff (Adult)	TOTALS	ADD-ONS (non-NSLP)			FINAL
					0			TRANSIENTS	
								ADMIN. STAFF	
					0			M.C. STAFF	
								NIGHT STAFF	
					0			MED. STAFF	
								GUESTS	
					0			PAID TICKETS	
								GARIBALDI	
					0			See special diet list	
								PREPARED BY	
					0				
					0			see special diet list	
					0				
					0			see special diet list	
					0				
					0				
					0			INFIRMARY	
					0			BSHU Finger foods	
					0			GSHU Finger foods	
					0			MOU Finger foods	
					0				
SACK LUNCHES					0				
TOTALS:	0	0	0	0	0	0			
OURTS:									
M. (A/B)						NSLP:	0		
P.						SPECIALS:	0		
OMONA						REGULAR:	0		
OMPTON						STAFF:	0		
J.J.C.						ADD-ONS:	0		
ONG BEACH						TOTAL:	0		
TOTAL:	0	0							

SAMPLE

EXHIBIT 16

Daily Meal Receipt

DATE: _____ DAY: _____

BREAKFAST									LUNCH									DINNER/SNACK								
	Type					Deliver y Time	Serving Time	Initial		Type					Deliver y Time	Serving Time	Initial		Type					Deliver y Time	Serving Time	Initial
Unit	Sp	Reg	NSLP	Adult	Total				Unit	Sp	Reg	NSLP	Adult	Total				Unit	Sp	Reg	Adult	Snack	Total			

DAILY MEAL RECEIPT NSLP

DATE: _____ DAY: _____

BREAKFAST

Unit	All Meals Sent					NSLP Meals			Delivery Time	Serving Time	Initial
	Spc Diet Meals	Non-P Youth Meals	NSLP Youth Meals	Adult Meals	Total Meals	NSLP Spc	NSLP Actual	NSLP Totals			
A/B											
C/D											
E/F											
J/K											
L/M											
N/O											
R1											
R2											
S1											
S2											
X1											
X2											
Y1											
Y2											
G H											
P Q											
MOU											
W											
M/C											
T/U											

LUNCH

Unit	All Meals Sent					NSLP Meals			Delivery Time	Serving Time	Initial
	Spc Diet Meals	Non-P Youth Meals	NSLP Youth Meals	Adult Meals	Total Meals	NSLP Spc	NSLP Actual	NSLP Totals			
A/B											
C/D											
E/F											
J/K											
L/M											
N/O											
R1											
R2											
S1											
S2											
X1											
X2											
Y1											
Y2											
G H											
P Q											
MOU											
W											
M/C											
T/U											

DINNER/SNACK

Unit	Meals Sent					Delivery Time	Serving Time	Initial
	Spc	Youth	Adult	Snack	Total			
A/B								
C/D								
E/F								
J/K								
L/M								
N/O								
R1								
R2								
S1								
S2								
X1								
X2								
Y1								
Y2								
G H								
P Q								
MOU								
W								
M/C								
T/U								
SACK								

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

State of California
California Department of Education
Nutrition Services Division
Permanent Single Agreement for Child Nutrition Programs

RETURN BY MAIL TO (Original signature required):
California Department of Education
Nutrition Services Division
1430 N Street, Suite 4503
Sacramento, CA 95814-5901
800-952-5609

Permanent Single Agreement for Child Nutrition Programs

School/Sponsor Name	Vendor Number
Los Angeles County Probation Department	2719-00
Address, City, State, Zip	**CNIPS ID Number**
9150 E Imperial Hwy, Rm: C68; D62 Downey, CA 90242	01519

This Permanent Single Agreement (Agreement) represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single Agreement when a state agency administers any combination of the Child Nutrition Programs (Programs). This Agreement *replaces* the program(s) Agreement(s) with the California Department of Education (CDE) for each program listed below.

This Agreement shall be effective commencing on the earliest date specified by the individual CDE program manager's signature on the Cover Page and remain in effect unless terminated as provided herein.

By signing this Agreement, the SFA agrees to comply with the requirements for any program in which it is approved to participate. Each time the CDE approves an SFA's application to participate in a Program, the SFA will receive an updated copy of the Agreement Cover Page identifying all Programs in which the CDE approves the SFA to participate.

The SFA must comply with all requirements included in documents submitted as part of each Program application, in addition to the requirements of this Agreement.

For questions regarding any of the Programs, please contact a Program specialist by phone at 800-952-5609.

Authority: Title 42, *United States Code (USC)* 1751–1762a, 1765–1766b, 1769–1769h, 1771–90, 3030a, 5179, 5180, as amended 5 *USC* 301, 7 *USC* 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a–1, 1859, 2014, 2025, 15 *USC* 713c, 22 *USC* 1922, Title 2, *Code of Federal Regulations (CFR)* 225, 7 *CFR* parts 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250, 3015, 3016, 3019, and 3052.

C gue of Federal Domestic Assistance (CFDA) numbers 10.555, 10.553, 10.556, 10.558, 10.559, and 10.550. California *Education Code (EC)* Part 27, C ar 9, Articles 7 through 12, and sections 48931, 49490–49570, and 5 *California Code of Regulations (CCR)* 15500 and 15501.

This is not an application to participate in a Child Nutrition Program.

Definitions:

Child Nutrition Programs: Federally funded nutrition programs administered by the USDA according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this Agreement: the National School Lunch Program (NSLP), Afterschool Meal Supplements (snacks) Program (AMS), Seamless Summer Feeding Option (SSFO), School Breakfast Program (SBP), Special Milk Program (SMP), State Meal Program, Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP), herein referred to as Program(s).

Federal Assistance: Any funding, property, or aid that is provided to a state agency, Sponsor, SFA, Institution, or Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, outside-school-hours care center, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for Program operations.

Recipient Agency: Any eligible nonprofit organization that receives food under 7 *CFR* Part 250, Food Distribution Program.

School: An educational unit as defined in 7 *CFR* parts 210, 215, and 220.

School Food Authority (SFA): The legal governing body that is responsible for the administration of one or more schools and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

Sponsor: A public, private nonprofit, or for-profit organization, that is approved to operate a CNP as defined in 7 *CFR* parts 210, 215, 220, 225, 226, and 250. The Sponsor, SFA, Recipient Agency, Institution, or organization who is party to this contract.

State Agency: The state educational agency approved by the USDA to administer CNPs within the state. For the purposes of this Agreement, the state agency is the CDE.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

Hereinafter, the Institution, Recipient Agency, or SFA shall be referred to as Sponsor.

The CDE agrees, to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The CDE agrees to make payments, where applicable, in accordance with 7 *CFR* Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7 *CFR* Part 250 (FDP). The CDE further agrees to disseminate a press release to notify the public of the availability of Programs and the eligibility criteria for free milk and free and reduced-price (F/RP) meals and snacks to all local news media, the employment office, and any major employers who are contemplating layoffs in the attendance area of these Programs.

The Sponsor agrees to accept federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all California statutes, administrative rules, policy manuals, memorandums, guidance, and instructions and any instruction or procedures issued by the USDA or the CDE in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7 *CFR* parts 3015 (Uniform Federal Assistance Regulation), and/or 3016 (Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments Regulations), as applicable.

This Agreement shall be effective commencing on the date specified by the individual CDE program manager's signature and remain in effect unless terminated as provided herein. The Sponsor shall notify the CDE whenever significant changes occur in their Program operations.

The CDE may terminate the Sponsor's participation in any Program covered in this Agreement in accordance with the grant close-out procedures found in 7 *CFR* Part 3015, Subpart N, or 7 *CFR* Part 3016, Subpart D, as applicable. If the CDE terminates the Sponsor's participation in any Program, the CDE's action will result in the termination of the Sponsor's participation in all Programs.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the CDE shall make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Sponsor in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the CDE under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this Agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the first claim for reimbursement in the fiscal year to which they pertain; unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit or review.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 *USC* 2000d 2000e-16), Title IX of the Education Amendments of 1972 (20 *USC* 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 *USC* 794), the Age Discrimination Act of 1975 (42 *USC* 6101 et seq.), the Americans with Disabilities Act of 1990 (P.L.101-336), all provisions required by USDA Nondiscrimination Regulations (7 *CFR* parts 15, 15a, 15b), Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the USDA Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex, age, or disability in any program or activity conducted or funded by the USDA. The Sponsor hereby assures that it will immediately take measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Sponsor by the USDA or CDE. This includes any federal Agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and Agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or CDE personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA and/or CDE shall have the right to seek judicial enforcement of this assurance.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

This assurance is binding on the Sponsor, its successors, transfers, and assignees as long as it receives assistance or retains possession of any assistance from the CDE. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, insofar as it relates to Program administration expenses, the Sponsor agrees that:

(1) It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Sponsor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDE setting forth the provisions of this nondiscrimination clause.

(2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.

(3) The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CDE, advising the labor unions or workers' representative of the CDE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Sponsor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Sponsor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, and/or CDE for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this Agreement, as it relates to CNP expenses, the Agreement may be canceled, terminated, or suspended in whole or part and the Sponsor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Sponsor will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the USDA or CDE may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA or CDE, the Sponsor may request the United States or CDE to enter into such litigation to protect the interests of the United States.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AND SPECIAL MILK PROGRAM

This section applies only if an effective date for the NSLP, SBP, or SMP has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of 7 *CFR* parts 210, 215, 220, and 245, and **all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation, Free and Reduced-Price Policy Statement, and Claiming Alternative Policy Addenda by reference,** as well as applicable provisions of 7 *CFR* parts 3015, 3016, 3019, and all applicable requirements of the California *EC* relating to CNPs, USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

(1) Maintain a nonprofit school food service and/or a nonprofit milk service.

(2) Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 *CFR* sections 210.19a, 220.7 (e)(1)(i), and 220.13(i).

(3) Maintain a financial management system as prescribed in 7 *CFR* sections 210.14(c), 220.13(i), and 215.7(d)(6).

(4) Comply with the requirements of the USDA regulations regarding financial management (7 *CFR* sections 3015, 3016, and/or 3019).

(5) Serve meals and snacks that meet the minimum requirements prescribed in 7 *CFR* sections 210.10, 210.10a, 220.8, and/or 220.8a, whichever is applicable.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

(6) For pricing programs, to price meals and snacks as a unit.

(7) Serve Program meals, milk, and snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligib' for such meals under 7 *CFR* Part 245.

(8) Claim reimbursement at the assigned rates only for reimbursable meals and snacks served to eligible children. The Sponsor authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 *CFR* sections 210.8, 220.11, and 215.11.

(9) Count the number of free, reduced-price, and paid reimbursable Program meals at the point of service, as approved by the CDE.

(10) Submit Claims for Reimbursement in accordance with 7 *CFR* sections 210.8, 220.11, 215.9, and 215.11.

(11) Comply with USDA requirements regarding nondiscrimination (7 *CFR* parts 15, 15a, 15b).

(12) Make no discrimination against any child because of his or her eligibility for F/RP meals, milk, or supplements (snacks) in accordance with the Free and Reduced-price Policy Statement attached hereto.

(13) Accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7 *CFR* Part 250.

(14) Maintain, in the storage, preparation, service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

(15) Maintain necessary facilities for storing, preparing, and serving food and/or milk.

(16) Obtain for each school participating in the program a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, and publicly post inspection results, and develop and maintain for each school a food safety program complying with hazard analysis critical control points.

(17) Upon request, make all accounts and records pertaining to Programs available to the CDE and USDA FNS, for audit or review, at a reasonable time and place in accordance with 7 *CFR* sections 210.9(b)(17), 220.7(e)(13), and/or 215.8(d)(7). In accordance with 7 *CFR* Section 210.19(a)(4), the CDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the program, and shall take appropriate action to correct any irregularities. At the discretion of the CDE, the investigations shall be conducted on an announced or unannounced basis.

(18) Maintain files of currently approved and denied F/RP applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor level, they shall be readily retrievable by school or site.

(19) Retain the individual applications for free milk and/or free and reduced-price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period and as long as required for the resolution of the issues raised the audit.

(20) Observe the limitations on the use of Program revenues set forth in 7 *CFR* sections210.14a, 220.13(l), and 215.8 (d)(1) and the limitations on any competitive school food service as set forth in 7 *CFR* Section 210.11b.

(21) Establish a local wellness policy that includes goals for nutrition education and physical activity; nutrition guidelines for all foods available on campus; guidelines for school meals not less restrictive than 7 *CFR* sections 210.10 and 220.8, and an implementation plan.

(22) Participate in annual training.

(23) Limit fried foods according to California *EC* sections 49430.5 and 49430.7.

(24) Offer all needy children at least one nutritionally adequate meal during each school day per *EC* Part 49550.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN NSLP AFTERSCHOOL MEAL SUPPLEMENTS (SNACKS) PROGRAM (AMS)

This section applies only if an effective date for the NSLP AMS has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

In conjunction with all provisions of the NSLP, the Sponsor agrees to:

(1) Claim reimbursement only for meals served in afterschool care programs that meet all of the following criteria:

- The program shall be operated by a school that is participating in the NSLP.
- The purpose of the program shall be to provide care for children in an afterschool setting.
- The program shall include education or enrichment activities in an organized, structured, and supervised environment.

Extracurricular activities such as school choir, debate team, or the drama society may participate only if their basic purpose is to provide afterschool care, and the program is open to all children. Under no circumstances will organized athletic programs engaged in interscholastic sports be considered as an afterschool care program that is eligible to receive reimbursement under this provision. The afterschool care program must be "open to all." Specifically, programs that exclude children based on race, color, national origin, age, or disability are not eligible to participate in the Snack Program.

(2) Claim reimbursement only for snacks served to children who are not more than eighteen years of age. Individuals, regardless of age, who are determined to be mentally or physically disabled are eligible to participate. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

(3) Claim reimbursement for no more than one meal supplement per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are for F/RP meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the snack program regardless of each child's eligibility for F/RP meals. Sites in which less than 50 percent of the enrolled children are certified eligible for F/RP meals must claim reimbursement based on each child's eligibility for F/RP meals.

(4) Serve meal supplements that meet the minimum requirements prescribed in 7 *CFR* sections 210.10 or 210.10(a), whichever is applicable.

(5) Price the meal supplement as a unit.

(6) Serve meal supplements free or at a reduced-price to all children who are determined by the Sponsor to be eligible for F/RP school meals under 7 *CFR* Part 245.

(7) If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents. [7 *CFR* Section 210.9(c)(4)]

(8) Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement.

(9) Review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year. An exception will be made for an afterschool care program operating year round. Year-round programs shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.

(10) Comply with all requirements of this part, except that claims for reimbursement need not be based on "point-of-service" meal supplement counts [as required by 7 *CFR* Section 210.9(b)(9)].

(11) If all meals are claimed free, maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for F/RP meals. Maintain total meal counts for these sites.

(12) For all other sites, maintain documentation of F/RP eligibility for all children for whom F/RP snacks are claimed. Maintain meal counts by eligibility category for these sites.

(13) Maintain documentation of each child's attendance on a daily basis.

(14) Maintain documentation of compliance with meal pattern requirements.

(15) Maintain appropriate Health and Safety Standards and licensing requirements.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN SEAMLESS SUMMER FEEDING OPTION PROGRAM

This section applies only if an effective date for the SSFO has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The SSFO combines features of the NSLP, the SBP, and the SFSP. The purpose of the SSFO is to feed children in low-income areas during the summer months or during extended breaks of a year-round school schedule. The SSFO reduces paperwork and the administrative burden that is normally associated with operating all three programs. To accomplish this, the above Sponsor requests an exemption of significant portions of the SFSP federal regulations of 7 *CFR* Part 225. In lieu of the exempt SFSP regulations, the Sponsor will follow applicable regulations in the NSLP and the SBP (7 *CFR* parts 210 and 220, respectively).

REQUIRED SFSP PROVISIONS

SFSP regulatory provisions of 7 *CFR*, Part 225 that remain in force require that Sponsors:

(1) 7 *CFR* Section 225.6(d)(1): Serve meals in needy areas that are not served by another site.

(2) 7 *CFR* Section 225.6(e)(4): Agree to serve meals at no cost (except camps).

(3) 7 *CFR* Section 225.6(e)(7): Claim reimbursement only for approved meals served without charge to children at approved sites during approved meal service periods—this section prohibits permanent changes to the serving time of any meal unless approved by CDE.

(4) 7 *CFR* Section 225.14(c)(1): Demonstrate financial and administrative capability to operate the program, and accept final financial and administrative responsibility for the total program operations at all sites.

(5) 7 *CFR* Section 225.14(c)(2): Have not been seriously deficient in operating the program.

(6) 7 *CFR* Section 225.14(c)(3): Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (**except camps**).

(7) 7 *CFR* Section 225.14(d)(2): Open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school,

(8) 7 *CFR* Section 225.16(b): Limit the number of meals that may be served, as specified.

EXEMPTED SFSP PROVISIONS

To operate the SSFO, the Sponsor requests an exemption from the following SFSP regulatory provisions of 7 *CFR*, Part 225:

(1) 7 *CFR* Section 225.6: CDE application approval, paragraphs (b), (c), (d), (e), (f), and (h) **except** paragraphs (d)(1), (e)(4), and (e)(7)

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

(2) 7 *CFR* Section 225.7: Program monitoring and assistance
(3) 7 *CFR* Section 225.8: Records and reports
(4) 7 *CFR* Section 225.9: Program assistance to Sponsor
(5) 7 *CFR* Section 225.10: Audits and management evaluations
(6) 7 *CFR* Section 225.11: Corrective action procedures
(7) 7 *CFR* Section 225.12: Claims against Sponsor
(8) 7 *CFR* Section 225.13: Appeal procedure
(9) 7 *CFR* Section 225.14: Requirements for Sponsor participation, entire section except paragraphs (c)(1), (c)(2), (c)(3), and (d)(2)
(10) 7 *CFR* Section 225.15: Management responsibilities of Sponsor
(11) 7 *CFR* Section 225.16: Meal service requirement, entire section except paragraph (b)
(12) 7 *CFR* Section 225.17: Procurement standards
(13) 7 *CFR* Section 225.18: Miscellaneous administrative provisions

NSLP AND SBP REGULATIONS
The CDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CDE will provide technical assistance to sponsors to adapt requirements as necessary.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN STATE MEAL PROGRAM
This section applies only if an effective date for the State Meal Program has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of the California *EC* 49550, 49553, 49557, 49557.1, 49557.3, 49558, 49559, 49560, 49561, and 49562.

The Sponsor shall:

(1) Supervise the operation of the State Meal Program at all approved sites.
(2) Maintain a nonprofit school food service program and use all food program revenues only for expenses needed to operate, or to improve, the food service program. Expenditures of food program revenues shall be made in accordance with the financial management system established by the CDE.
(3) Serve nutritionally adequate meals to children during a period designated by the Sponsor as the meal period. Sufficient quantities of food shall be planned and produced so that each meal meets the requirements according to the USDA's NSLP meal pattern requirements or the SBP meal pattern requirements, which are incorporated by reference.
(4) Plan for and prepare meals on the basis of participation trends, with the objective of providing one nutritionally adequate meal per day to each child determined to be eligible for a F/RP meal. Production and participation records shall be maintained to demonstrate positive action towards meeting this objective.
(5) Price each meal as a unit, except in nonpricing State Meal Programs where there is no separate charge for the meal.
(6) Make nutritionally adequate meals available to all enrolled children who are determined to be eligible for a F/RP meal. When more than one type of nutritionally adequate meal is offered, or when a variety of foods and milk are offered for choice within the required meal pattern, all children shall be offered the same selection. For those children that the Sponsor determines are eligible for a F/RP meal, nutritionally adequate meals shall be made available to them free of charge or at a reduced-price. Such determinations shall be made in accordance with the F/RP eligibility guidelines issued by the USDA and distributed by the CDE, and the Sponsor's approved Free and Reduced-Price Meal Policy Statement which are hereby incorporated by reference. Use the income eligibility scale distributed by the CDE without alteration or retyping.
(7) Not discriminate against any child because of his or her inability to pay the full price of the nutritionally adequate meal.
(8) Maintain a copy of the Sponsor's approved Free and Reduced-Price Meal Policy Statement, as well as any other policies and procedures that pertain to the provision of F/RP meals at each approved site.
(9) Store, prepare, and serve food in accordance with proper sanitation and health standards as required by applicable state and local laws and regulations.
(10) Maintain the necessary facilities for storing, preparing, and serving food. The facilities for handling, storing, and distributing food shall be such as to properly safeguard against theft, spoilage, and other losses.
(11) Submit forms and reports to the CDE, in accordance with established procedures, to demonstrate compliance with State Meal Program requirements. These reports include, but are not limited to:
    - Claims for reimbursement
    - Policy statements for Free and Reduced-Price Meals
(12) Claim reimbursement at the prevailing rate only for nutritionally adequate meals that meet the specified meal pattern requirements and are served to children in accordance with this agreement. Reimbursement shall only be claimed on the basis of one nutritionally adequate meal per child per day and shall not be claimed for any meals which are served as "second" meals. Reimbursement shall not be claimed for nutritionally adequate meals served free or at a reduced-price which exceed the number of children approved for such meals.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

(13) Maintain full and accurate records of the State Meal Program and retain these records for a period of three years after the applicable fiscal year. If necessary, these records shall be retained for more than three years until all issues raised by an audit are resolved. These records shall be kept separate from the records of any other food service (except those records that pertain to the Special Milk Program) which may be operated by the Sponsor. The records that shall be maintained include, but are not limited to the following:

- On a site by site basis, the number of nutritionally adequate meals served to children each day, by category (free, reduced-price, and paid).
- Meal production records and inventory records documenting the amounts and types of food used.
- The individual applications for free and reduced-price meals (approved and denied) submitted by families. The applications shall be readily retrievable by site.
- Income received from payments made by children, state reimbursement, and other sources.
- Expenses incurred for food, labor, supplies, equipment, utilities, and other services related to the State Meal Program, supported by invoices, receipts, and other evidence of expenditures.
- Contributions from other sources for food, labor, equipment, utilities, and meals for needy children, etc., pertaining to the State Meal Program.

(14) Upon request, make all State Meal Program accounts and records available, at a reasonable time and place, to the CDE and other agencies as deemed appropriate, for audit or review purposes.

(15) Comply with the limitations specified by the CDE concerning the sale of foods that compete with the nutritionally adequate meals sold under the State Meal Program (5 *CCR* 15500 and 15501, and *EC* 48931).

(16) Ensure that the State Meal Program is operated in accordance with the terms of this agreement if the Sponsor contracts with other entities for services utilized in the operation of the State Meal Program.

(17) Comply with California *EC* Section 45103.5, which prohibits public schools and schools operated by the county superintendent of schools from contracting for management of the food service program by a food service management company.

(18) Comply with all requirements pertaining to the operation of the State Meal Program as specified in the California *EC* and the California *Administrative Code*, which are hereby incorporated by reference.

(19) Comply with all applicable state laws and regulations, which are hereby incorporated by reference.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

This section applies only if an effective date for the FDP has been entered on the Cover Page, and it has been signed by the Food Distribution Program Authorized Representative.

The Sponsor shall comply with all provisions of 7 *CFR* Part 250, as well as applicable provisions of the California *EC*, USDA guidance, and CDE Management Bulletins hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

(1) When receiving donated foods under this Program Agreement, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by the Recipient Agency's fault or negligence.

(2) To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, or distribution.

(3) To take action to obtain restitution in connection with claims for improper distribution, use, or loss of, or damage to, donated foods.

(4) To provide, on a timely basis, by amendment to this Agreement, any changed information, including, but not limited to, any changes resulting from amendments to federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM

This section applies only if an effective date for the CACFP has been entered on the Cover Page, and it has been signed by the Child and Adult Care Food Program Manager.

The Sponsor, as defined in 7 *CFR* Section 226.2, shall comply with all provisions of 7 *CFR* Part 226, and **all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor's Child Nutrition Information and Payment System (CNIPS) Application Packet, Management Plan, CACFP Meal Pattern by reference**, as well as applicable provisions of 7 *CFR* parts [illegible], 3019, 3052; 15, 15a, 15b; Office of Management and Budget (OMB) Circulars A-87, A-122, A-133; and the California *EC*; USDA guidance, and CDE Management Bulletins, hereby incorporated by reference. The Sponsor further agrees to accept final administrative and financial responsibility for management of a proper, efficient, and effective food service; the Sponsor may not contract out for management of the Program. The Sponsor agrees to accept announced or unannounced visits during normal hours of operations by the

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

CDE or the USDA. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

The Sponsor further agrees to the following specific provisions, as applicable:

(1) Child or adult care centers must have federal, state, or local licensing or approval to provide day care services to participants. Child or adult care centers, which are complying with applicable procedures to renew licensing or approval, may participate in the Program during the renewal process, unless the CDE has information that indicates that renewal will be denied. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 *CFR* Section 226.17a(d).

(2) Except for for-profit centers, child and adult care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.

(3) Each child or adult care center participating in the Program must serve one or more of the following meal types—breakfast; lunch; supper; and/or snack. Reimbursement must not be claimed for more than two meals and one snack or one meal and two snacks provided daily to each participant. At-risk afterschool care centers shall comply with limits on daily reimbursement set forth in 7 *CFR* Section 226.17a (k).

(4) Each child or adult care center participating in the Program shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 *CFR* Section 226.20. Menus and any other nutritional records required by the CDE shall be maintained to document compliance with such requirements.

(5) For-profit child care centers may not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for F/RP meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals must not be included in this percentage.

(6) For-profit adult care centers may not claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries.

(7) A child care center with preschool children may also be approved to serve a breakfast, snack, and supper to school-age children participating in an outside-school-hours care program meeting the criteria of 7 *CFR* Section 226.19(b) that is distinct from its day care program for preschool-age children. The CDE may authorize the service of lunch to such participating children who attend a school that does not offer a lunch program, provided that the limit of two meals and one snack, or one meal and two snacks, per child per day is not exceeded.

(8) A child care center with preschool children may also be approved to serve a snack or meal to school-age children participating in an at-risk afterschool care program meeting the requirements of 7*CFR* Section 226.17a that is distinct from its day care prograr preschool children, provided that the limit of two meals, and one snack, or one meal and two snacks, per child per day is not exceeded.

(9) A child or adult care center may utilize existing school food service facilities or obtain meals from a school food service facility, and the pertinent requirements of 7 *CFR* Section 226.17(b) must be addressed in a written agreement between the child or adult care center and school. The center shall maintain responsibility for all applicable Program requirements set forth in 7 *CFR* sections 226.17, 226.17a, 226.19, and 226.19a.

(10) Each child or adult care center, except at-risk afterschool care centers, shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals in accordance with 7 *CFR* Section 226.23(e)(1). In addition, Head Start participants need only have a Head Start statement of income eligibility or a statement of Head Start enrollment from an authorized Head Start representative, to be eligible for free meal benefits under the CACFP. For children enrolled in a child care center, documentation of enrollment must be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care and the meals normally received while in care.

(11) Each child or adult care center must maintain daily records of time of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to adults performing labor necessary to the food service. At-risk after-school care centers must maintain records as required by 7 *CFR* Section 226.17a(o).

(12) Each child or adult care center must require key staff, as defined by the CDE, to attend Program training prior to the center's participation in the Program, and at least annually thereafter, on content areas established by the CDE.

(13) Sponsored child or adult care centers must promptly inform the sponsoring organization about any change in its licensing or approval status.

(14) Unaffiliated sponsored child or adult care centers have the right to receive in a timely manner reimbursement for meals served to eligible participants for which the sponsoring organization has received payment from the CDE. However, if, with the child or adult care center's consent, the sponsoring organization will incur costs for the provision of program foodstuffs or meals on behalf of the center, and subtract such costs from Program payments to the center, the particulars of this arrangement shall be specified in the Agreement. The sponsoring organization must not withhold Program payments to any child or adult care center for any other reason, except that the sponsoring organization may withhold from the child or adult care center any amounts that the sponsoring organization has reason to believe are invalid, due to the child or adult care center having submitted a false or erroneous meal count.

(15) The CDE and an independent child or adult care center have the right to terminate the Agreement for cause or, subject to 7 *CF* Section 226.6(c), for convenience. Sponsoring organizations and unaffiliated sponsored centers have the right to terminate the Agreement for cause or convenience.

(16) Child and adult care centers must comply with the CDE's time limit for submission of meal records.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

(17) If so instructed by its sponsoring organization, sponsored child and adult care centers must distribute a copy of the sponsoring organization's notice to parents or households.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if an effective date for the SFSP has been entered on the Cover Page, and it has been signed by the Summer Food Service Program Manager.

The Sponsor shall comply with all provisions of 7 *CFR* Part 225, **and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation by reference, as well as** applicable provisions of OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133, and the California *EC;* USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

(1) To retain final financial and administrative responsibility for the Program.

(2) To operate a nonprofit food service.

(3) To serve meals that meet the requirements and provisions set forth in 7 *CFR* Section 225.16 during times designated as meal service periods by the Sponsor.

(4) To serve the same meals to all children.

(5) To serve meals without cost to all children, except that camps, as defined in 7 *CFR* Section 225.2, may charge for meals served to children who are not served meals under the Program.

(6) To issue a free meal policy statement in accordance with 7 *CFR* Section 225.6.

To meet the training requirement for its administrative and site personnel as required under 7 *CFR* Section 225.15(d)(1).

(8) To claim reimbursement only for the type(s) of meals specified in this Agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 *CFR* Section 225.2, shall claim reimbursement only for the type(s) of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This Agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 *CFR* Section 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the CDE.

(9) To submit claims for reimbursement in as specified in 7 *CFR* Section 226.9.

(10) In the storage, preparation, and service of food, to maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

(11) To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7 *CFR* Part 250 (FDP).

(12) To have access to facilities necessary for storing, preparing, and serving food.

(13) To maintain a financial management system as prescribed by the CDE.

(14) Upon request, to make all Program accounts and records available to state, federal, and/or other authorized officials for audit or administrative review, at a reasonable time and place.

(15) To maintain all Program records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.

(16) To maintain children on site while meals are consumed.

CERTIFICATION REGARDING LOBBYING – CHILD NUTRITION PROGRAMS

section is applicable to grants, subgrants, cooperative Agreements, and contracts exceeding $100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by 31 *USC* Section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an emplo of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The language of this certification will be included in the award documents for all covered sub awards exceeding $100,000 in federal funds at all appropriate tiers and which all subrecipients shall certify and disclose accordingly.

CERTIFICATION REGARDING STATE AND FEDERAL DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

As required by Section 8355 of the California *Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 2 *CFR*, Part 182, for grantees, as defined at 2 *CFR* 182, Subpart B:

A. The applicant certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going, drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace

(2) The grantee's policy of maintaining a drug-free workplace

(3) Any available drug counseling, rehabilitation, and employee assistance programs, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement.

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

9150 E. Imperial Hwy, Rm: C68-D62
Downey, CA 90242

Check ☑ if there are workplaces on file that are not identified here.

PERMANENT SINGLE AGREEMENT FOR CHILD NUTRITION PROGRAMS

Grantees Who Are Individuals

Required by Section 8355 of the California *Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 2 *CFR* Part 182, for grantees, as defined at 2 *CFR* Part 182, Subpart C:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 *CFR* Part 180, for prospective participants in primary covered transactions, as defined at 2 *CFR* Part 180.970:

A. The applicant [Sponsor] certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature of Authorized Official or Designated Representative	Date 04/03/2017
Printed name of Authorized Official or Designated Representative Stephanie Sasnauskas	Title Food Services Consultant
Telephone number 562.940.2570 / Fax number 562.658.4745	E-mail Stephanie.sasnauskas@probation.lacounty.gov
Contact person if different from above	E-mail and phone number

VENDOR PROFESSIONAL STANDARDS

Vendor's Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

1. **Nutrition Program Director** (Probation, Food and Nutrition Services Director). The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.

2. **Nutrition Program Manager** (Contracted Kitchen Food Services Manager/Director). The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).

3. **Nutrition Program Staff** (Contracted Food Services Staff). School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the food service structure, and that the definitions apply whether or not the food service is operated by a Vendor. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to the Vendor's staff performing any of the duties described above.

The Vendor shall only place staff for work in the Probation Department that meet the minimum professional standards outlined in 7 *CFR,* Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The Probation Department shall ensure that all staff the Vendor proposes for placement meet the minimum professional standards.

- The Vendor shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the Probation Department. The Vendor shall remove from the Probation Department's premises any staff who fail to take the required annual training.

  - The Vendor shall provide the Probation Department with a list of proposed employees and evidence that they meet the professional standards.

ATTACHMENT II

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
PROP A REVIEW - FOOD SERVICES AT BARRY J NIDORF JUVENILE HALL
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS
FOR THE PERIOD FROM JANUARY 1, 2022 - DECEMBER 31, 2022

COUNTY COSTS

Direct Costs

Salaries -

Classification	2022-2023 Monthly Max Salary (1)	No. of Positions	No. of Months	Total
Services Director, Probation				
Secretary II	4,856.00	-	-	-
Food Service Consultant	8,497.00	-	-	-
Administrative Assistant II	6,576.10	0.25	3.00	19,728.30
Nutritionist II	6,706.91	-	-	-
Nutritionist I	5,727.91	-	-	-
Staff Assistant II	6,321.73	-	-	-
Staff Assistant I	5,229.00	1.00	12.00	62,748.00
Intermediate Typist Clerk	4,096.18	1.00	12.00	49,154.16
Senior Food Service Manager	7,776.74	0.25	3.00	23,330.22
Food Services Manager	7,293.36	1.00	12.00	87,520.32
Chief Cook	5,784.64	1.00	12.00	69,415.68
Head Cook	5,307.00	1.00	12.00	63,684.00
Senior Cook	4,690.74	2.00	24.00	112,577.76
Cook	3,996.82	3.00	36.00	143,885.52
Senior Baker	5,177.82	-	-	-
Intermediate FSW	3,337.92	1.00	12.00	40,055.04
Food Service Worker	3,171.36	6.00	72.00	228,337.92
Subtotal	**94,547.23**	**17.50**	**210.00**	**900,436.92**
	Add: Cost of living adjustment (C		0	-
	COLA Adjusted Subtotal			900,436.92
				-
	Less: 5th Step Salary Savings		6.908%	(62,202.18) (2)
	Total Direct Salaries			838,234.74
	Employee Benefits		59.665%	500,132.76 (3)
	Total Salaries & Employee Benefits			**1,338,367.49**

Food	638,981.40
Insurance	14,502.36
Supplies	10,676.28
Postage/FedEx/DHL	1,186.20
Satefy Program	3,888.96
Kitchen Smallwares	6,642.96
Kitchen/Dining Paper & Plastics	104,390.04
Chemicals / Supplies	4,270.56
Telephone Service / Long Distance	5,694.00
Maintenance & Repair	38,000.04
Mangement Travel & Education	1,945.44
Licenses & Permits	1,872.00
Computer Support	9,288.96
Software Application Fees	2,400.00
Miscellaneous	589.44
Vehicle Repair Gas and Oil	3,999.96
Contracted Servcies	4,221.48
Services & Supplies	**852,550.08**
Indirect Costs	**-** (4)

ATTACHMENT II

PROBATION DEPARTMENT
PROP A REVIEW - FOOD SERVICES AT BARRY J NIDORF JUVENILE HALL
COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS

Total Estimated Avoidable Costs		**2,190,917.57**
CONTRACTING COSTS		
Direct Costs		1,718,595.33
Indirect Costs		46,164.00
Sales Tax	@9.5%	38,872.50
Profit	1.74%	- 30,303.40
Total Contract Costs (Direct plus Indirect)		**1,833,935.23**
Estimated Savings from Contracting (Avoidable Costs less Contract Costs)		356,982.34
Percent of Savings		**16.29%**

ATTACHMENT III

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. 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 Nuestra Comunidad.

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

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

III. On final analysis and consideration of award, Morrison Management Specialists, Inc. was selected without regard to sex, religion, race, color, or creed.

IV. The Organization Information Form for Morrison Management Specialists, Inc. is attached as Attachment 111-B

Food Services Bidder's List

ATTACHMENT III-A

Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Contact E-Mail
Advansys	6653 Baird Avenue	Reseda	CA	91335			
American Food Management	1801 E. Cotati	Rohnert Park	CA	94928			
Andre's Food Corporation	923 6th Street	Santa Monica	CA	90403			
Aramark Corporation	18732 34th Avenue SE	Bothell	WA	98012			
B.F.N. Enterprises/Capri Enterprises	928 Capri Road	Leucadia	CA	92024			
California Dining Services	4700 West Ramona Blvd.	Monterey Park	CA	91754			
California Fast Food Services	2221 Honolulu Avenue	Montrose	CA	91020			
California Food Safety Center	264 South La Cienega Blvd., 490	Beverly Hills	CA	90211			
California Nutrition Center	11305 Avalon Blvd.	Los Angeles	CA	90061			
Campus Cuisine	3505 Cadillac Avenue, #O-109	Costa Mesa	CA	92626-1429			
Cantrell Catering	1027 North Rose Street	Burbank	CA	91505			
Chambertin Company	2680 Cordelia Road	Los Angeles	CA	90049			
Classic Catering	5812 East Olympic Blvd.	Los Angeles	CA	90040			
Concession Management Services, Inc.	340 Arden Blvd.	Los Angeles	CA	90020			
Copehagen	1510 W. Burbank Blvd.	Burbank	CA	91506			

Food Services Bidder's List

ATTACHMENT III-A

Correctional Food Services Management	5727 North Black Canyon Highway	Phoenix	AZ	85015-2208			
Fisherman's Grotto	15950 Hesperian Blvd.	San Lorenzo	CA	94580			
Golden West Services	111 North Hill Street	Los Angeles	CA	90012			
Goldenwest Services	2350 West 17th Street	Long Beach	CA	90813			
Huntington Culinary, Inc.	5122 Bolsa Ave., Suite 102	Huntington Beach	CA	92649			
Industrial Speciality Products	3333 South Malt Avenue	Los Angeles	CA	90040-3125			
Intergrated Support Solutions	14558 Sylvan Avenue	Van Nuys	CA	91401			
Laura's French Baking Company	6721 Alameda Street	Los Angeles	CA	90001			
Le Blanc's Arco & Mini Mart	17595 Grand Avenue	Lake Elsinore	CA	92530			
LIEU-CAP	641 Westminster Avenue	Venice	CA	90201			
Los Jarritos	5351 S. Atlantic Blvd.	Maywood	CA	90270			
Metropolitan Culinary Services, Inc.	2627 North Hollywood Way	Burbank	CA	91505			
Mike Slatinsky	10535 Wilshire Blvd., Ste. 1003	Los Angeles	CA	90245			
Mira Costa Food Service	701 South Peck Avenue	Manhattan Beach	CA	90266			
Moe's Product Dist., Inc.	8630 Ramona St.	Bellflower	CA	90706			
Morrison's Management Specialists, Inc.	1727 Axenty Way	Redondo Beach	CA	90278			

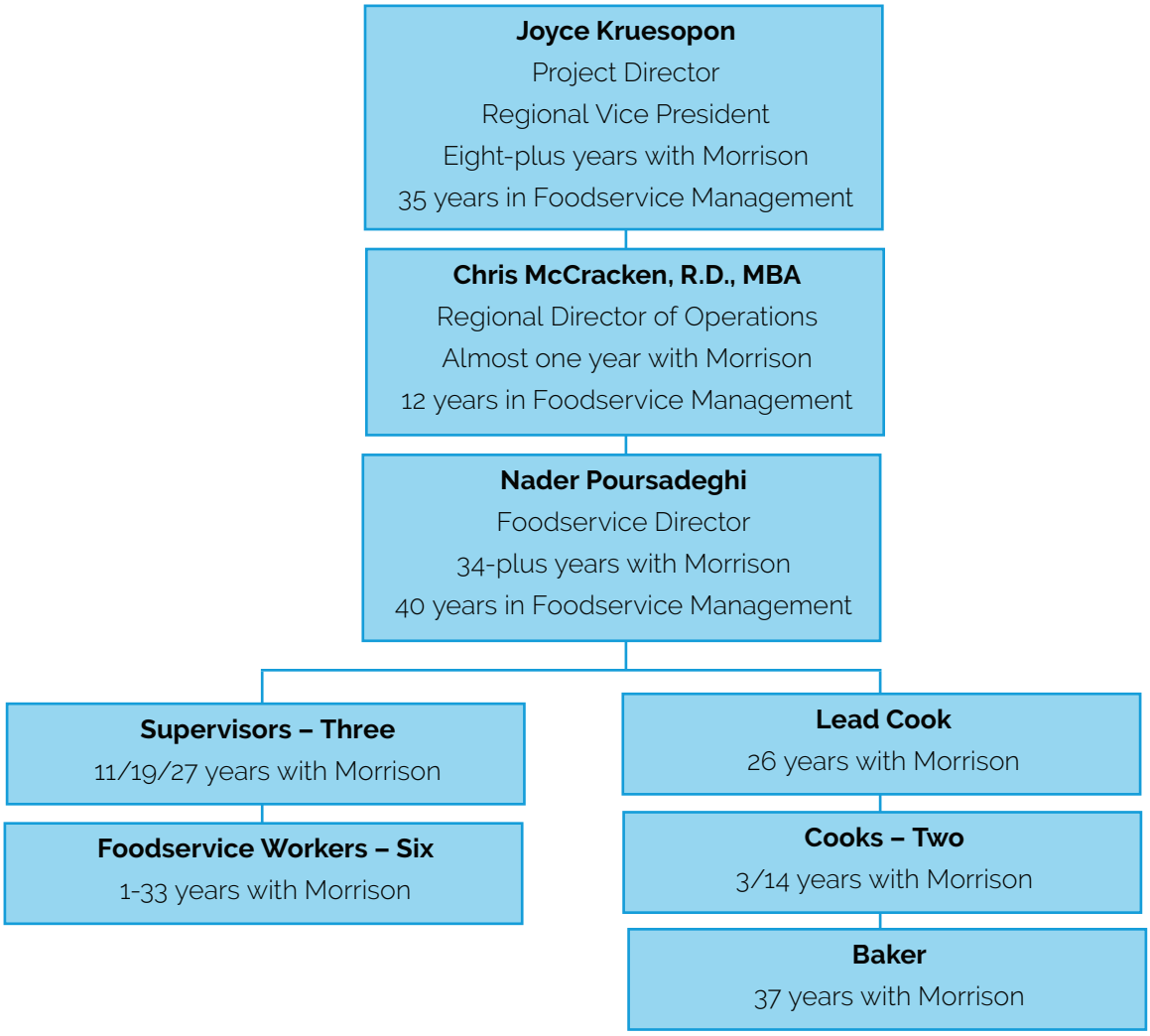
Food Services Bidder's List

ATTACHMENT III-A

Mountain View Services	625 Amigos Drive	Redlands	CA	92373			
Nubia's Catering Service	1330 Silverlake Blvd.	Los Angeles	CA	90026-2243			
Palladium Foods	6215 Sunset Blvd.	Hollywood	CA	90028			
Quality Foods & Catering	10950 Burbank Blvd.	North Hollywood	CA	91601			
Unicorn Express Enterprises, Inc.	1080 South Los Robles	Pasadena	CA	91106			
Unihealth America	1423 South Grand Avenue	Los Angeles	CA	90015			
United Food Group	3501 East Vernon Avenue	Los Angeles	CA	90058			
Watts Health Foundation, Inc.	10300 Compton Ave.	Los Angeles	CA	90002			

ATTACHMENT III-B

Organizational Chart for Barry J. Nidorf Juvenile Hall



ATTACHMENT IV

Soliciation Number:	6402001		
Title:	RFP for Food Services at Barry J. Nidorf Juvenile Hall		
Department:	Probation		
Bid Type:	Service	**Bid Amount:**	N/A
Commodity:	CONSULTING SERVICES - FOOD SERVICE		
Description:	The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Barry J. Nidorf Juvenile Hall. The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Barry J. Nidorf Juvenile Hall. Less		
Open Day:	8/21/2020	**Close Date:**	10/9/2020 12:00:00 PM
Contact Name:	Yvonne Humphrey	**Contact Phone:**	(562) 658-4321
Contact Email:	Yvonne.Humphrey@probation.lacounty.gov		
Last Changed On:	8/21/2020 11:08:19 AM		
Attachment File (1) :	Click here to download attachment files.		