



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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July 31, 2007

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

Dear Supervisors:

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES: REQUEST TO  
APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 74336,  
WITH CULINART OF CALIFORNIA, INC.  
(ALL SUPERVISORIAL DISTRICTS) - (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman to sign Amendment Number Two (Attachment A) to the Food Services Agreement Number 74336 (Food Services Agreement) with CulinArt of California, Inc. (CulinArt) to: 1) change the name of P&A Food Systems, Inc. to CulinArt of California, Inc; 2) delegate authority to the Director of the Department of Children and Family Services to extend the contract term on an automatic month-to-month basis, up to 60 months from August 1, 2007 through July 31, 2012; and, 3) increase the daily cost of meals and snacks per person from \$5.75 to \$6.47 at an estimated monthly cost of \$20,536 (or \$246,432 annually), financed using 85 percent State/Federal revenue and 15 percent net County cost (NCC). Sufficient funding is included in the FY 2007-08 Adopted Budget.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Under the Food Services Agreement, CulinArt provides meals and snacks to the Department of Children and Family Services (DCFS) court-dependent children awaiting hearings at Edmund D. Edelman Children's Court (Children's Court). In addition, the County has a cafeteria concession contract (Concession Contract) with P&A Food Systems administered by the Chief Executive Office (CEO), for operating the cafeteria at the Children's Court. The Concession Contract is scheduled to expire on August 2, 2007, at which time it will be extended on a month-to-month basis until appropriate

contract language can be developed by the Department of Public Health and adopted by your Board that implements the terms and conditions of the County's Food Policy pertaining to the content of trans fat in foods served at County-owned facilities. The Concession Contract also grants CulinArt control of the food service area, including the responsibility for all maintenance and repairs of all required equipment and appliances. This creates a situation where it is impracticable for DCFS to solicit or to procure hot meal food services from any entity except the current concessionaire, CulinArt. It is, therefore, necessary to extend the Food Services Agreement on an automatic month-to-month basis, up to 60 additional months, if needed, to align the contract term with the Concession Contract. This will ensure that the children are provided with hot meals until the next solicitation of the Concession Contract.

Amendment Number Two reflects the change in the contractor's name and status. P&A Food Systems, Inc., has been purchased, is now a division of CulinArt Holdings, Inc., a New York-based corporation, and is operating in California as CulinArt of California, Inc.

Under the current Food Services Agreement, the cost of meals and snacks per person is \$5.75. Amendment Number Two will increase this rate by 12.5 percent, a total of seventy-two cents (\$0.72) per person. The new per person rate of \$6.47 reflects the increase in food costs according to the Consumer Price Index (CPI). It also represents the increase in employee compensation in line with the recently Board-approved increase in living wage pay levels. This increase will allow the contractor to continue serving high quality, nutritious meals and snacks to the children awaiting court hearings in the Shelter Care Unit at the Children's Court.

Amendment Number Two includes updates to the living wage language, new Board-mandated provisions, and changes to the insurance and financial reporting requirements.

If the recommended action is not approved, DCFS will be unable to provide hot meals for children awaiting court hearings.

This Board letter does not comply with the Board's policy requiring timely submission of contracts to your Board for approval. Late submission is the result of delays due to changes in the County's filing practices and procedures.

### Implementation of Strategic Plan Goals

The principles of the Countywide Strategic Plan Goal 5, Children and Families' Well-being, and Strategic Plan Goal 7, Health and Mental Health, will be met by providing good, nutritious meals to children in the Shelter Care Unit at the Children's Court.

### FISCAL IMPACT/FINANCING

It is estimated that under this month-to-month extension, approximately 3,174 persons will be provided with meals each month. At the rate of \$6.47 per person, the estimated monthly cost is \$20,536 per month (or \$246,432 annually), financed by 85 percent State/Federal revenue and 15 percent NCC. Sufficient funds are included in the FY 2007-08 Adopted Budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 14, 2003, the Board initially adopted the Food Services Agreement Number 74336 with P&A Food Systems, Inc., for the period of January 14, 2003 through December 31, 2005 at a maximum contract sum of \$1,012,860.

DCFS requested and obtained approval from the California Department of Social Services (CDSS) to extend the Food Services Agreement for an additional 19 months from January 1, 2006 through July 31, 2007 to align with the term of the Concession Contract, at an additional cost of \$586,245, which brought the maximum contract sum to \$1,599,105.

From January 2003 through April 2006, the average monthly cost of the Food Services Agreement was \$14,805, based on approximately 2,820 persons per month at the rate of \$5.25 per person. On May 2, 2006, the Board approved Amendment Number One to increase the rate per person from \$5.25 to \$5.75, in response to the rise in commodity prices in recent years.

In March 2007, the Contractor requested another increase in the reimbursement rate per person from \$5.75 to \$6.47, an increase of \$0.72, based on food and mandatory living wage labor cost increases. After the deduction of (six cents) \$0.06 for sales tax and (two cents) \$0.02 for County Commission from (seventy-two cents) \$0.72, the net increase in the cost is (sixty-four cents) \$0.64 or 11.1 percent per person. This allows the contractor to absorb (fourteen cents) \$0.14 per person to accommodate the rising cost of food, per the CPI in the last eight months, and (fifty cents) \$0.50 increase in labor costs resulting from recent Board-adopted changes in the living wage program,

which raised the living wage rate to \$9.64 per hour with healthcare benefits and \$11.84 per hour without healthcare benefits.

Due to the unique circumstances which called for an alignment of DCFS' Food Services Agreement with the CEO's Concession Contract, DCFS requested and received approval from CDSS to extend the contract term on a month-to-month basis, up to an additional 60 months, from August 1, 2007 to July 31, 2012, pending a new solicitation of the Concession Contract by the CEO's Real Estate Division. The automatic month-to-month extension of the Food Services Agreement may be discontinued by providing a 30 days advance written notice to the contractor by DCFS prior to the expiration of the then current extension period.

In addition, during the process of preparing this Amendment Number Two, it was learned that the original Contractor, P&A Food Systems, Inc., was purchased by CulinArt Holdings, Inc., and is incorporated in California as CulinArt of California, Inc.

The living wage ordinance continues to be applicable to this Food Services Agreement. The contractor fully complies with the requirements of the living wage program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

DCFS has evaluated and determined that the contractor continues to be a responsible contractor and is in compliance with all Board and CEO requirements.

The CEO's Real Estate Division, who is the administrator of the Concession Contract, has reviewed this Board letter and concurs with the recommendations.

This Board letter was reviewed by CEO and County Counsel. County Counsel has approved Amendment Number Two as to form.

### **CONTRACTING PROCESS**

No additional contracting process was required for this Amendment.

### **IMPACT ON CURRENT SERVICES**

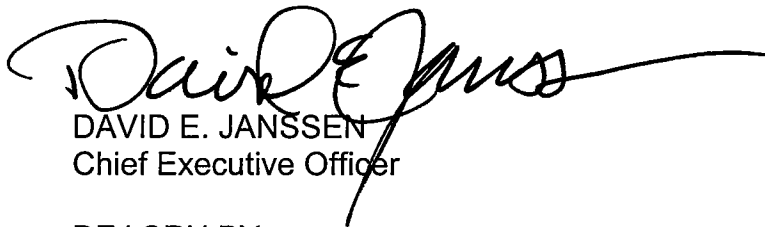
In line with quality County services, the recommended actions will ensure the continued provision of hot meals and snacks to dependent children awaiting court appearances in the Shelter Care Unit at the Children's Court. Without Board approval of the recommended actions, hot meals will not be provided to those children and their health and well-being might be compromised by the quality of meals and snacks available from vending machines at the Children's Court.

**CONCLUSION**

Upon approval and execution of this Amendment Number Two, it is requested that the Executive Officer/Clerk of the Board send an executed copy of the adopted Board Letter and Amendment to:

1. Department of Children and Family Services  
Contract Administration  
Attention: Walter Chan, Contracts Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020
  
2. Office of the County Counsel  
Social Services Division  
Attention: David Beaudet, Deputy County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 602  
Los Angeles, CA 90012
  
3. CulinArt of California, Inc.  
Attention: Steven Pecoraro, President  
501 West Dyer Road  
Santa Ana, CA 92707

Respectfully submitted,



DAVID E. JANSSEN  
Chief Executive Officer

DEJ:SRH:BY  
GP:BM:lbn

Attachment (1)

c: Executive Office of the Board  
County Counsel



**AMENDMENT NUMBER TWO**

**TO**

**FOOD SERVICES AGREEMENT NUMBER 74336**

**WITH**

**CULINART OF CALIFORNIA, INC.**

**AMENDMENT NUMBER TWO  
TO FOOD SERVICES AGREEMENT NUMBER 74336 WITH  
CULINART OF CALIFORNIA, INC.**

This Amendment Number Two (Amendment) to Agreement Number 74336, (Agreement), adopted by the Board of Supervisors on January 14, 2003, is made and entered into by and between County of Los Angeles (COUNTY), and CulinArt of California, Inc. (CONTRACTOR), for provision of Food Services to the Shelter Care Unit at Edmund D. Edelman Children's Court, this 31<sup>st</sup> day of July 2007.

**WHEREAS**, Amendment is prepared according to the provisions set forth in Section 13.0, CHANGES AND AMENDMENTS, Subsection 13.2 of Agreement;

**WHEREAS**, P&A Food Systems, Inc., is now a Division of CulinArt Holdings, Inc.,

**WHEREAS**, the name P&A Food Systems, Inc. is changed to CulinArt of California, Inc., which is incorporated and conducting business in the State of California;

**WHEREAS**, Amendment extends the term of Agreement on a month-to-month basis up to an additional 60 months, commencing August 1, 2007;

**WHEREAS**, CONTRACTOR submitted quantitative data to show a rise in food and paper goods costs to warrant an increase in the cost of meals;

**WHEREAS**, provisions in the Agreement are updated; and

**NOW THEREFORE**, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend Agreement as follows:

1. As of April 30, 2007, and thereafter, whenever the name P&A Food Systems, Inc. appears in Agreement, said term shall be construed to refer to the same corporate entity but named "Culinart of California, Inc."
2. As of April 30, 2007, and thereafter, whenever the term CONTRACTOR appears in Agreement, said term shall be construed to refer to the same corporate entity but named "CulinArt of California, Inc."
3. **TABLE OF CONTENTS** the following Sections 51.0, 52.0, 53.0, and 54.0, 55.0, and 56.0 are added:

- 51.0 **ADMINISTRATION OF CONTRACT – CONTRACTOR**
- 52.0 **ADMINISTRATION OF CONTRACT – COUNTY**
- 53.0 **AMERICANS WITH DISABILITIES ACT (ADA)**

74336 Supplement No. 2

- 54.0 **CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**
- 55.0 **SAFELY SURRENDERED BABY LAW**
- 56.0 **AUTHORIZATION WARRANTY**

4. **TABLE OF CONTENTS**, EXHIBITS, the following Exhibits O, P, Q, R, S, T, U, V, and W are added:

EXHIBIT O Monthly Reimbursement Invoice

EXHIBIT P Jury Services Ordinance

EXHIBIT Q COUNTY's Administration

EXHIBIT R CONTRACTOR's Administration

EXHIBIT S Safely Surrendered Baby Law Fact Sheet

EXHIBIT T CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

EXHIBIT U Living Wage Ordinance

EXHIBIT V Monthly Certification for Applicable Health Benefit Payments

EXHIBIT W Payroll Statement of Compliance

5. Section 1.0 **APPLICABLE DOCUMENTS**, Subsections 1.2 and 1.3 are modified to read as follows:

1.2 Exhibits A, B, B-1, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W set forth below are attached to and incorporated by reference in this Agreement.

1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A - Statement of Work
- Exhibit B- - Budget
- Exhibit B-1 - Pricing Schedule (FY 05/06 & 06/07)
- Exhibit C - Certification of Independent Price determination
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification



- Exhibit E - Community Business Enterprise Form (CBE)
- Exhibit F - Employee Acknowledgement and Confidentiality Agreement
- Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H - Internal Revenue Notice 1015
- Exhibit I - Child Support Compliance Program Certification
- Exhibit J - Jury Service Program Certification- Los Angeles County Code 2.203 (Jury Service Program)
- Exhibit K - Acknowledgement and Statement of Compliance
- Exhibit L - Labor/Payroll/Debarment History
- Exhibit M - Contractor Living Wage Declaration
- Exhibit N - Model Contractor Staffing Plan
- Exhibit O - Monthly Reimbursement Invoice
- Exhibit P - Jury Services Ordinance
- Exhibit Q - COUNTY's Administration
- Exhibit R - CONTRACTOR's Administration
- Exhibit S - Safely Surrendered Baby Law Fact Sheet
- Exhibit T - CONTRACTOR's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)
- Exhibit U - Living Wage Ordinance
- Exhibit V - Monthly Certification for Applicable Health Benefit Payments
- Exhibit W - Payroll Statement of Compliance

6. Section 3.0 **TERM AND TERMINATION**, Subsection 3.3 is deleted in its entirety and replaced, and Subsection 3.4 is added to read as follows:

- 3.3 The term of this Agreement shall be extended on an automatic month-to-month basis, up to 60 additional months, effective August 1, 2007 through July 31, 2012, if all 60 month-to-month extensions are exercised, unless a 30 days advance written expiration notice is provided to the CONTRACTOR by COUNTY prior to the end of the then current extension period.
- 3.4 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of the Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

7. Section 4.0, **CONTRACT SUM**, Subsection 4.1 is deleted in its entirety and replaced by the following to read:

4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work. The maximum monetary amount payable by COUNTY for each hot meal and two snacks, including any tax or otherwise, is \$5.25 per person served as referenced in the Pricing Schedule, Exhibit B-1.

4.1.1 Effective upon execution of Amendment Number One, the maximum monetary amount payable by COUNTY for each hot meal and two snacks, including any tax or otherwise, is \$5.75 per person served as referenced in the Adjusted Pricing Schedule, Exhibit B-2.

4.1.2 Effective upon execution of Amendment Number Two, the maximum monetary amount payable by COUNTY for each hot meal and two snacks, including any tax or otherwise, is \$6.47 per person served as referenced in the Adjusted Pricing Schedule, Exhibit B-3.

8. Section 5.0, **PAYMENT AND INVOICES**, Subsection 5.2 is deleted in its entirety and replaced to read as follows:

5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices shall be received within 30 Days of the last day of the previous month but may be received later than 30 Days, at COUNTY's sole discretion, as long as sufficient funds remain under the Agreement.

5.2.1 All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Pricing Schedule.

5.2.2 Effective upon execution of Amendment Number One, all services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-2, Adjusted Pricing Schedule.

5.2.3 Effective upon execution of Amendment Number Two, all services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-3, Adjusted Pricing Schedule.

9. Section 6.0 **RECORDS AND AUDITS**, Subsection 6.2 is deleted in its entirety and replaced to read as follows:

6.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal

Government, or its authorized representatives, including but not limited to, the U.S. Controller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including but not limited to, all timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State or Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the COUNTY's final payment under this contract, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual, Section 23-353.

10. Section 10.0 **INSURANCE COVERAGE REQUIREMENTS** Subsection 10.5 is deleted in its entirety.
11. Section 11.0 **COMPLIANCE WITH LIVING WAGE PROGRAM** is replaced in its entirety to read as follows:

#### **11.0 COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM**

This Contract is subject to the provisions of 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 U, and incorporated by reference into and made a part of this Contract. "CONTRACTOR's Acknowledgement and Statement of Compliance" with the Living Wage Program is attached as Exhibit K.

##### **11.1 Payment of Living Wage Rates**

- 11.1.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the Los Angeles County Code) or that CONTRACTOR qualifies for an exception to the Living Wage Program (Section 2.201.090 of the Los Angeles

County Code), CONTRACTOR shall pay its Employees no less than the applicable hourly Living Wage rate, as set forth immediately below, for the Employees' services provided to COUNTY, including, without limitation, "Travel Time" as defined below in Subsection 11.5 of this Section:

- 11.1.1.1 Not less than \$11.84 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- 11.1.1.2 not less than \$9.64 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. CONTRACTOR will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County's Department of Health Services Community Health Plan. If, at any time during the

Contract, CONTRACTOR contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its Employees the higher hourly Living Wage rate.

- 11.1.2 For the purposes of this Section, "Contractor" includes any Subcontractor engaged by CONTRACTOR to perform services for COUNTY under the Contract. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under the Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section 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 CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to COUNTY under this Contract. "Full-time" means a minimum of 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 COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 11.1.3 If CONTRACTOR is required to pay a Living Wage when the Contract commences, CONTRACTOR shall continue to pay a Living Wage for the entire term of the Contract, including any option period.
- 11.1.4 If CONTRACTOR is not required to pay a Living Wage when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the Living Wage requirement. CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Living Wage Program's definition of "Employer" or if CONTRACTOR no longer qualifies for an exception to the Living Wage Program. In either event, 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. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Living Wage

Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Living Wage Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by COUNTY, CONTRACTOR shall immediately be required to pay the Living Wage for the remaining term of the Contract, including any option period.

11.1.5 For purposes of 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 CONTRACTOR pays the Employee any amount for that time or if California law requires 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 CONTRACTOR and 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 CONTRACTOR pays the Employee any amount for that time or if California law requires CONTRACTOR to pay the Employee any amount for that time.

## 11.2 CONTRACTOR's Submittal of Certified Monitoring Reports.

CONTRACTOR shall submit to COUNTY certified monitoring reports at a frequency instructed by COUNTY. The certified monitoring reports shall list all of CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR's current health care benefits plan, and CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by COUNTY, Exhibit V, Monthly Certification for Applicable Health Benefit Payments, and Exhibit W, Payroll Statement of Compliance, or other form approved by COUNTY which contains the above information. COUNTY reserves the right to request any additional information it may deem necessary. If COUNTY requests

additional information, CONTRACTOR shall promptly provide such information. 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.

11.3 CONTRACTOR's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if 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), CONTRACTOR shall immediately inform COUNTY of any pertinent facts known by CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of CONTRACTOR's contract with COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of CONTRACTOR's operations in California.

11.4 COUNTY Auditing of CONTRACTOR Records

Upon a minimum of twenty-four (24) hours' written notice, COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. 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 COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.5 Notifications to Employees

CONTRACTOR shall place COUNTY-provided Living Wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

## 11.6 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Section, COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

11.6.1 Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If CONTRACTOR submits a certified monitoring report to 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 Contract. In the event of any such breach, COUNTY may, at its sole discretion, exercise any or all of the following rights/remedies:

11.6.1.1 Withholding of Payment. If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.6.1.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by 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 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 COUNTY may, at its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until COUNTY has been provided with a properly prepared, complete and certified monitoring report. COUNTY may deduct any assessed liquidated



damages from any payments otherwise due CONTRACTOR.

11.6.1.3 Termination. 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, COUNTY may, at its sole discretion, terminate the Contract.

11.6.2 Remedies for Payment of Less Than the Required Living Wage: If CONTRACTOR fails to pay any Employee at least the applicable hourly Living Wage rate, such deficiency shall constitute a breach of Contract. In the event of any such breach, COUNTY may, at its sole discretion, exercise any or all of the following rights/remedies:

11.6.2.1 Withholding Payment. If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly Living Wage rate, COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the Living Wage amounts CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. COUNTY may withhold said amount until CONTRACTOR has satisfied COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

11.6.2.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly Living Wage rate will result in damages being sustained by 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 CONTRACTOR's breach. Therefore, it is agreed that COUNTY may, at its sole discretion, assess against CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee.

COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

11.6.2.3 Termination. 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, COUNTY may, at its sole discretion, terminate the Contract.

11.7 Debarment:

In the event CONTRACTOR breaches a requirement of this Section, COUNTY may, at its sole discretion, bar 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.

11.8 Use of Full-Time Employees

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

#### 11.9 CONTRACTOR Retaliation Prohibited

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 COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Section may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, at its sole discretion, terminate the Contract.

#### 11.10 CONTRACTOR Standards

During the term of the Contract, 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 COUNTY, CONTRACTOR shall demonstrate to the satisfaction of COUNTY that CONTRACTOR is complying with this requirement.

#### 11.11 Neutrality in Labor Relations

CONTRACTOR shall not use any consideration received under this Contract to hinder, or to further, organization of collective bargaining activities by or on behalf of 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.

12. Section 12.0 **NOTICES**, Subsection 12.1 is deleted in its entirety and replaced to read as follows:

#### **12.1 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be given 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 Exhibit R CONTRACTOR's Administration and Exhibit Q, COUNTY's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

13. Section 14.0 **ASSIGNMENT AND DELEGATION OF RIGHTS** is deleted in its entirety and replaced as follows:

**14.0 ASSIGNMENT AND DELEGATION OF RIGHTS**

- 14.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, 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.
- 14.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- 14.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buy-out, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

14. Section 36.0 **CHILD SUPPORT COMPLIANCE PROGRAM**, Subsection 36.3 is deleted in its entirety.

15. Section 49.0 **COMPLIANCE WITH JURY SERVICE PROGRAM** is amended to read as follows:

**49.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Agreement is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section: 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit P and incorporated by reference into and made a part of this Agreement. Exhibit J provides the Vendor's Application for Exemption from the Jury Service Program and Certification form.

16. 51.0 **ADMINISTRATION OF CONTRACT – CONTRACTOR** is added to read as follows:

**51.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

51.1 CONTRACTOR's Program Director

51.1.1 CONTRACTOR's Program Director is designated in Exhibit R, CONTRACTOR's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Program Director.

51.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Program Manager and Program Monitor on a regular basis.

51.2 Approval of CONTRACTOR's Staff

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

17. Section 52.0 **ADMINISTRATION OF CONTRACT – COUNTY** is added to read as follows:

**52.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing of all COUNTY Administration referenced in the following Subsections is designated in Exhibit Q, COUNTY's Administration. The

COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### 52.1 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Part II, Change Notices and Amendments;
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- meeting with CONTRACTOR's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.

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 COUNTY in any respect whatsoever.

#### 52.2 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

18. Section 53.0 **AMERICANS WITH DISABILITIES ACT (ADA)** is added to read as follows:

#### **53.0 AMERICANS WITH DISABILITIES ACT (ADA)**

CONTRACTOR agrees to abide by all applicable federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR's program.

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

22. Exhibit A **STATEMENT OF WORK**, Section 4.0 COUNTY PROJECT ORGANIZATION AND PERSONNEL, Subsections 4.1 and 4.2 are amended to read as follows:
  - 4.1 The CCA for this Agreement is Walter Chan, Contracts Manager, or designee.
  - 4.2 The CPM for this Agreement is Gloria Serrano, Program Manager, or designee.
23. Exhibit A **STATEMENT OF WORK**, Section 5.0 **CONTRACTOR'S PROJECT ORGANIZATION AND STAFFING**, Subsection 5.11 **CONTRACTOR'S Nutritionist**, Subsection 5.11.4 is added to read as follows:
  - 5.11.4 The nutritionist shall be available for consultation by phone, e-mail or fax as needed. CONTRACTOR must provide the name, contract phone, fax numbers, and e-mail address of the nutritionist in Exhibit R, CONTRACTOR's ADMINISTRATION.
24. Exhibit B-3, **ADJUSTED PRICING SCHEDULE**, is attached hereto and incorporated by reference into Exhibit B, Budget of Contract.
25. Exhibit M-1, **LIVING WAGE DECLARATION**, is attached hereto and incorporated by reference into Exhibit M.
26. Exhibit P, **JURY SERVICE ORDINANCE**, is attached hereto and incorporated by reference to Agreement.
27. Exhibit Q, **COUNTY'S ADMINISTRATION**, is attached hereto and incorporated by reference to Agreement.
28. Exhibit R, **CONTRACTOR'S ADMINISTRATION**, is attached hereto and incorporated by reference to Agreement.
29. Exhibit S, **SAFELY SURRENDERED BABY LAW**, is attached hereto and incorporated by reference to Agreement.
30. Exhibit T, **CONTRACTOR'S OBLIGATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**, is attached hereto and incorporated by reference to Agreement.

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

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30. Exhibit T, **CONTRACTOR'S OBLIGATION UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**, is attached hereto and incorporated by reference to Agreement.



31. Exhibit U, **LIVING WAGE PROGRAM**, is attached hereto and incorporated by reference to Agreement.
32. Exhibit V, **LIVING WAGE PROGRAM, MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**, is attached hereto and incorporated by reference to Agreement.
33. Exhibit W, **LIVING WAGE PROGRAM, PAYROLL STATEMENT OF COMPLIANCE**, is attached hereto and incorporated by reference to Agreement.

**ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**AMENDMENT NUMBER TWO  
TO FOOD SERVICES AGREEMENT NUMBER 74336  
WITH CULINART OF CALIFORNIA, INC.**

IN WITNESS WHEREOF, the Board of Supervisors of COUNTY of Los Angeles has caused this Amendment Number Two to be subscribed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR in this Agreement.

COUNTY OF LOS ANGELES

By *[Signature]*  
Chairman, Board of Supervisors

ATTEST:

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

By *[Signature]*  
Deputy

CULINART OF CALIFORNIA, INC  
CONTRACTOR

By *[Signature]*

Name Steven Pecora

Title Division President

By *[Signature]*

Name Joseph Pacifico

Title CEO & Director

95-3235378  
Tax Identification Number

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By *[Signature]*  
Deputy



APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL  
RAYMOND G. FORTNER, Jr.  
COUNTY COUNSEL

BY *[Signature]*  
Deputy County Counsel

74336  
Supplement No. 2

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**#21**

JUL 31 2007

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

31. Exhibit U, **LIVING WAGE PROGRAM**, is attached hereto and incorporated by reference to Agreement.
32. Exhibit V, **LIVING WAGE PROGRAM, MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**, is attached hereto and incorporated by reference to Agreement.
33. Exhibit W, **LIVING WAGE PROGRAM, PAYROLL STATEMENT OF COMPLIANCE**, is attached hereto and incorporated by reference to Agreement.

**ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.**

**ADJUSTED PRICING SCHEDULE**

CULINART OF CALIFORNIA, INC.

This Adjusted Pricing Schedule contains CONTRACTOR's basic cost to provide food services in accordance with Exhibit A, Statement of Work and includes any and all applicable taxes.

Fixed Price Rate, effective August 1, 2007 through July 31, 2012.

<b>COST PER PERSON</b>	<b>\$6.47</b>
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**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**LIVING WAGE DECLARATION**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- Monthly
- Bi-Annual
- Annually

Quarterly

Other: \_\_\_\_\_

(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

**“Jury Service Ordinance”**  
**Los Angeles County Code Sections 2.203.010 through 2.203.090**

**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.
- D. “Full time” means 40 hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. “County” means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0015§ 1 (part), 2002).

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence two or more months after the effective date of this chapter. (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 deducts 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).



ADMINISTRATION OF CONTRACT  
COUNTY'S ADMINISTRATION

SERVICE Food Services- Edelman Children's Court  
CONTRACT NO. 74336

COUNTY PROGRAM DIRECTOR:

Name: Gloria Serrano-Corona, CSA I  
Title: Program Manager  
Address: DCFS - Juvenile Court Services  
201 Centre Plaza Dr., Ste. 1200  
Monterey Park, CA 91754  
Telephone: (323) 526-6763  
Facsimile: (323) 881-4561  
E-Mail Address: serrag@dcfs.lacounty.gov

COUNTY PROGRAM MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

COUNTY CONTRACT PROGRAM MONITOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR CulinArt of California, Inc.  
CONTRACT NO. 74336

**CONTRACTOR'S PROGRAM MANAGER**

Name: Steven Pecoraro  
Title: Division President  
Address: 501 W. Dyer Rd.  
Santa Ana, CA 92707  
Telephone/ (714) 430-6060, Ext. 116  
Facsimile: (714) 430-6061  
E-Mail Address: [specoraro@culinartinc.com](mailto:specoraro@culinartinc.com)

**CONTRACTOR'S NUTRITIONIST**

Name: Natalia Russin  
Title: CulinArt Development Nutritionist  
Address: 175 Sepulveda Blvd  
Plainview, NY 11803  
Telephone/ (516) 437-2700  
Facsimile: (516) 437-6680  
E-Mail Address: [nrusinrd@culinartinc.com](mailto:nrusinrd@culinartinc.com)

**CONTRACTOR'S PROJECT DIRECTOR**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone/ \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:**

Address: 501 W. Dyer Rd.  
Santa Ana, CA 92707

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Krabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

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

### Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

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



Estado de California  
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

Departamento de Servicios Sociales  
(Department of Social Services)  
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

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

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

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado tener este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmelo  
qué otras opciones tiene.

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

**CONTRACTOR'S OBLIGATION UNDER THE  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Under this Contract, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require COUNTY to enter into an agreement with CONTRACTOR in order to obtain satisfactory assurance from CONTRACTOR that CONTRACTOR will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by CONTRACTOR is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Attachment M.

**1.0 DEFINITIONS**

- 1.1 "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 CONTRACTOR's internal operations, or to other than its employees.
- 1.2 "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).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by CONTRACTOR from or on behalf of COUNTY. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by CONTRACTOR from or on behalf of COUNTY, or is created by CONTRACTOR, or is made accessible to CONTRACTOR by COUNTY.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Services” has the same meaning as in this Contract.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within CONTRACTOR’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Regulations.

## 2.0 OBLIGATIONS OF CONTRACTOR

### 2.1 Permitted Uses and Disclosures of Protected Health Information. CONTRACTOR:

- (a) Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in subsections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Attachment M;
- (b) Shall Disclose Protected Health Information to COUNTY upon request;
- (c) May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

CONTRACTOR shall not Use or Disclose Protected Health Information for any other purpose.

### 2.2 Adequate Safeguards for Protected Health Information. CONTRACTOR warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Contract. CONTRACTOR agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.

### 2.3 Reporting Non-Permitted Use or Disclosure. CONTRACTOR shall report to COUNTY each Use or Disclosure that is made by CONTRACTOR, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Contract. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the CONTRACTOR first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer  
213-974-2166



The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the CONTRACTOR becomes aware of the non-permitted Use or Disclosure, and shall be sent to COUNTY's Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Contract.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. CONTRACTOR agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining COUNTY's compliance with the Privacy Regulations. CONTRACTOR shall immediately notify COUNTY of any requests made by the Secretary and provide COUNTY with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by COUNTY available to the Individual(s) identified by COUNTY as being entitled to access and copy that Protected Health Information. CONTRACTOR shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from COUNTY. CONTRACTOR shall provide copies of that Protected Health Information within five (5) business days after receipt of request from COUNTY.
- 2.7 Amendment of Protected Health Information. CONTRACTOR shall, to the extent COUNTY determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by COUNTY. CONTRACTOR shall make such amendment within ten (10) business days after receipt of request from COUNTY in order for COUNTY to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon COUNTY's request, CONTRACTOR shall provide to COUNTY an accounting of each Disclosure of Protected Health Information made by CONTRACTOR or its employees, agents, representatives or subcontractors. However, CONTRACTOR is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by CONTRACTOR under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, CONTRACTOR shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. CONTRACTOR shall provide to COUNTY, within ten (10) business days after receipt of request from COUNTY, information collected in accordance with this Sub-section 2.8 to permit COUNTY 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.

### **3.0 OBLIGATION OF COUNTY**

- 3.1 Obligation of COUNTY. COUNTY shall notify CONTRACTOR of any current or future restrictions or limitations on the use of Protected Health Information that would affect CONTRACTOR's performance of the Services, and CONTRACTOR shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERMS AND TERMINATION**

- 4.1 Term. CONTRACTOR's obligations under Sub-sections 2.1 (as modified by Subsection 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Contract.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon COUNTY's knowledge of a material breach by CONTRACTOR, COUNTY shall either:

- (a) Provide an opportunity for CONTRACTOR to cure the breach or end the violation, and terminate this Contract if CONTRACTOR does not cure the breach or end the violation within the time specified by COUNTY; or
- (b) Immediately terminate this Contract if CONTRACTOR has breached a material term of this Contract and cure is not possible; or
- (c) If neither termination nor cure is feasible, COUNTY shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, CONTRACTOR shall return or destroy all Protected Health Information received from COUNTY, or created or received by CONTRACTOR on behalf of COUNTY. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of CONTRACTOR. CONTRACTOR shall retain no copies of the Protected Health Information.
- (b) In the event that CONTRACTOR determines that returning or destroying the Protected Health Information is infeasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make it infeasible. If return or destruction is infeasible, CONTRACTOR shall extend the protections of this Contract to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as CONTRACTOR maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Contract shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. CONTRACTOR shall require each of its agents and subcontractors receiving Protected Health Information from CONTRACTOR, or creating Protected Health Information for CONTRACTOR, on behalf of COUNTY, to execute a written agreement obligating the agent or subcontractors to comply with all the terms of this Attachment M.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Attachment M is contrary to any other provision of this Contract, the provision of this Attachment M shall control.
- 5.4 Regulatory References. A reference in this Contract to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Contract shall be resolved in favor of a meaning that permits COUNTY to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for COUNTY to comply with the requirements of the Privacy Regulations.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**MONTHLY CERTIFICATION FOR  
APPLICABLE HEALTH BENEFIT PAYMENTS**

## Title 2 ADMINISTRATION

## Chapter 2.201 LIVING WAGE PROGRAM

## .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 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 administrative officer, but in no event less than 35 hours worked per week.

E. "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. 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.\* 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.)

\* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 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 rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (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 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. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going 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 amounts the employer paid for health benefits, 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 administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative 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. 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.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.
- "Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues



or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“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. 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.)



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Company or Subcontractor Name) (Service, Building or Work Site)  
that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
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 \_\_\_\_\_

(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 amendment (48, State. 948, 63 State, 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.

3. That:

A WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each employee listed in the above referenced  
payroll, payments of health benefits as required in the contract have been or will be paid to  
appropriate programs for the benefit of such employees.

B WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

Each employee listed in the above referenced payroll has been paid, as indicated on the payroll,  
an amount not less than the applicable amount of the required County of Los Angeles Living  
Wage hourly rate as listed 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 or perjury certifying that all information herein is complete and correct.	
Print Name and Title:	Owner or Company Representative Signature:
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 OF THREE (3) YEARS.	