County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 10, 2008

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 PUBLIC SOCIAL SERVICES:
RECOMMENDATION TO AWARD CONTRACTS TO APPLEONE EMPLOYMENT SERVICES; FUTURE PERSONNEL AGENCY dba TOP TEMPO; HELPMATES STAFFING SERVICES; JM TEMPORARY STAFFING; PARTNERS IN DIVERSITY; AND SELECT STAFFING TO PROVIDE TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES
(ALL DISTRICTS AFFECTED) – (3 VOTES)**

SUBJECT

This service allows the Department of Public Social Services (DPSS) to request temporary personnel without the delay of hiring permanent staff. To ensure the timely completion of special projects, peak load, and emergency situations, DPSS has contracted for as-needed temporary secretarial and clerical support services for a number of years to meet our temporary and emergent staffing needs.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached agreements between the County of Los Angeles and AppleOne Employment Services, Future Personnel Agency dba Top Tempo, HelpMates Staffing Services, JM Temporary Staffing, Partners in Diversity and Select Staffing, effective July 1, 2008, or one day after the Board of Supervisors' approval, whichever is later, through June 30, 2011, to provide temporary secretarial/clerical services at an estimated combined annual cost of $500,000. The estimated maximum funding for the three-year contract is $1,500,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

These agreements provide temporary and emergency secretarial and clerical support services on an as-needed basis. Currently, DPSS maintains five agreements for these services. All five are due to expire June 30, 2008. Of the five current contractors, three are recommended for new, three-year agreements. The remaining two agencies did not submit bids.

The contracts are non-Prop A because the services are temporary and intermittent in nature. Temporary secretarial/clerical support services agreements have provided a cost-effective way to handle emergency situations requiring the use of skilled clerical employees. These support services have been instrumental in the provision of services to several operations/offices such as Special Operations Section, Toy Loan and Volunteer Services, Appeals and State Hearing Section, Human Resources, and Medi-Cal Program Divisions.

The use of contract temporary staff is a cost-effective alternative to meet our intermittent personnel needs during peak load and emergency situations. Furthermore, the use of contracted staff allows us to manage emergencies and projects of short duration without the addition of permanent staff.

Implementation of Strategic Plan Goals

These agreements are consistent with the principles of the Countywide Strategic Plan Goal 3: Organizational Effectiveness, by ensuring that service delivery systems are efficient, effective, and goal-oriented, and Goal 4: Fiscal Responsibility, by strengthening the County's fiscal capacity.

FISCAL IMPACT/FINANCING

Need and available funding will determine use of these agreements. Hourly rates are firm and fixed, and do not provide for cost-of-living adjustments. The estimated combined contract amount for each year is $500,000. Funding required for FY 2008–09 has been requested in the Department's proposed budget. Estimated maximum funding for the three-year term of the contract is $1,500,000.

The contractors will be paid monthly in arrears for the actual provision of services. Most of the contractors' cost will be subvened by the State and federal government via the established claiming process. To the extent that these costs are claimed to California Work Opportunities and Responsibility for Kids (CalWORKs) and Food Stamps, there is no additional net County cost (NCC) since the County has already met the CalWORKs

Maintenance of Effort requirement. The share of costs associated with other programs, such as General Relief, results in an estimated NCC of $45,000 annually. The NCC to support other programs has been included in the Department's FY 2008–09 budget request.

FACT AND PROVISIONS/LEGAL REQUIREMENTS

With your Board's approval, these agreements will provide for a contract term of three years, commencing July 1, 2008, or one day after Board approval, whichever is later, and ending June 30, 2011. The contractors will not be asked to perform services that will exceed the scope of work and contract term dates.

The County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency, other than a labor dispute. Use of temporary help under this Section is limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency situation. These agreements comply with all of the requirements of the aforementioned Code, which is a mandatory prerequisite for the award of these contracts.

The requirements contained in the Director of Personnel's March 12, 1997, letter regarding personnel service agreements were met. One of these requirements directed consultation with the Chief Executive Office, Employee Relations Division. This requirement was met during the clearance process. We will work with Local 721 should any concerns be raised by the affected employee Unions.

These agreements contain a provision which requires the contractor to give first consideration for any temporary employment openings to qualified permanent County employees who are targeted for layoffs, or qualified former County employees who are on the re-employment list during the life of the agreement. Contractors will compare this list against positions requested through their agreements. We will work with the Department of Human Resources (DHR) and the contractors to ensure that all employees who may be laid off are given the opportunity to apply.

These agreements require contractors to give consideration for any employment openings to participants in the County's DPSS' Greater Avenues for Independence program or General Relief Opportunities for Work program who meet the contractors' minimum qualifications for the open positions. The award of these agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

These agreements include: Federal Debarment, Contractor Responsibility, and Debarment Language.

Provisions for the County's Jury Service Program have been included in these agreements. The contractors are in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision included in these agreements requires the contractors to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where to safely surrender a baby.

These agreements require the contractors to comply with the Los Angeles County's Child Support Enforcement requirements.

The contract may be terminated for: 1) breach of warranty to maintain compliance with County's Child Support Compliance Program; 2) convenience; 3) default; 4) improper consideration; 5) insolvency; 6) non-adherence of County lobbyist ordinance; and 7) non-appropriation of funds.

The contract includes provisions for performance standards/outcome measures.

These agreements have been approved as to form by County Counsel and reviewed by DHR. They will not be utilized to replace County employees impacted by the program curtailments. DPSS will continue to work closely with employee Unions on these issues.

DPSS will centrally control all requests for temporary services to ensure projects meet the necessary criteria and to control costs.

CONTRACTING PROCESS

The Invitation for Bids (IFBs) was advertised in the following newspapers, which include publications recommended by the Office of Affirmative Action Compliance: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, La Opinion, Acton/Agua Dulce News, The Daily News, Copley Newspaper, Eastern Groups Publications, L.A. Watts Times, Korea Times, and Chinese Daily News. The solicitation was also posted on the L.A. County Doing Business With Us website.

Additionally, interest letters were mailed to 27 organizations listed in the Department's bidders list, as well as, other interested vendors. In response, six IFBs were requested and ten bids were received.

AppleOne Employment Services, Future Personnel Agency dba Top Tempo, HelpMates Staffing Services, JM Temporary Staffing, Partners in Diversity and Select Staffing were the agencies with the lowest-priced, responsible, and responsive bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

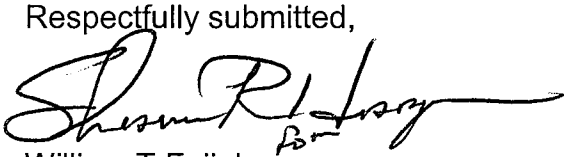
The execution of these agreements will not infringe on the role of the County in its relationship to its residents; and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of these agreements will not affect County personnel as this service is required on a part-time and intermittent, as-needed basis.

CONCLUSION

The Executive Officer, Board of Supervisors is requested to return one adopted stamped Board letter and three original signed copies of each agreement to DPSS.

Respectfully submitted,



William T Fujioka
Chief Executive Officer

WTF:SRH:MS
GP:JAB:cvb

Attachments

c County Counsel
Executive Officer, Board of Supervisors
Department of Public Social Services

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76599

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
APPLEONE EMPLOYMENT SERVICES
FOR
TEMPORARY SECRETARIAL/CLERICAL
SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of JUNE, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and AppleOne Employment Services, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 888 S. Figueroa Street, Suite #170, Los Angeles, CA 90017.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

76599

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$_____
Intermediate Clerk	$_____
Intermediate Typist Clerk	$_____
Secretary II	$_____

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR
AppleOne Employment Services
Kenneth W. Landau

Name

By _____
Name

Director of Government Services
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

76599

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By _____
Deputy

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 _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$10.98
Intermediate Typist Clerk	$11.20
Secretary II	$15.72
Clerk- Heavy Lifting	$13.10

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$8.38	$2.18	$0.42	$ 10.98
Intermediate Typist Clerk	$8.55	$2.23	$0.42	$ 11.20
Secretary II	$12.00	$3.12	$0.60	$ 15.72
Clerk - Heavy Lifting	$10.00	$2.60	$0.50	$ 13.10

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, AppleOne Employment Services, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, AppleOne Employment Services, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, AppleOne Employment Services, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, AppleOne Employment Services, agrees to comply with the requirements of the Resolution Agreement and AppleOne Employment Services understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, AppleOne Employment Services, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

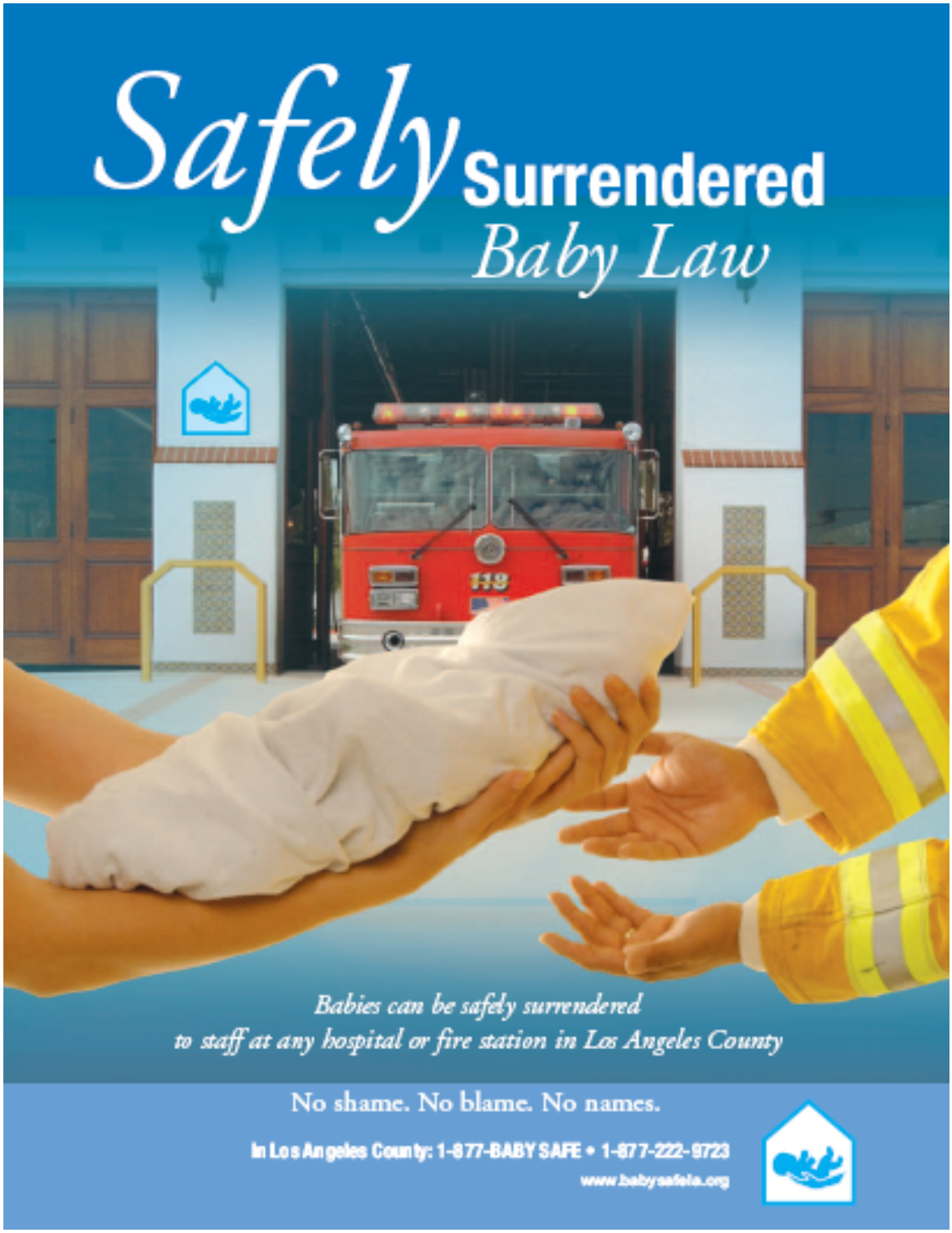
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76601

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FUTURE PERSONNEL AGENCY, INC./TOP TEMPO

FOR
TEMPORARY SECRETARIAL/CLERICAL
SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

FUTURE PERSONNEL AGENCY, INC./TOP TEMPO

FOR

TEMPORARY SECRETARIAL/CLERICAL

SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of JUNE, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and Future Personnel Agency, Inc./Top Tempo, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 888 S. Figueroa Street, Suite #170, Los Angeles, CA 90017.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

76601

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$14.20
Intermediate Clerk	$11.44
Intermediate Typist Clerk	$12.05
Secretary II	$13.03

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR

FUTURE PERSONNEL AGENCY
Name dba TOP TEMPO

By _____
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By _____
Deputy

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 _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

76601

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$10.98
Intermediate Typist Clerk	$11.20
Secretary II	$15.72
Clerk- Heavy Lifting	$13.10

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$8.25	$3.02	$0.17	$ 11.44
Intermediate Typist Clerk	$8.70	$3.18	$0.17	$ 12.05
Secretary II	$9.40	$3.44	$0.19	$13.03
Clerk - Heavy Lifting	$9.50	$4.51	$0.19	$14.20

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, Future Personnel Agency, Inc./Top Tempo, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Future Personnel Agency, Inc./Top Tempo, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, Future Personnel Agency, Inc.,/Top Tempo, agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Future Personnel Agency, Inc./Top Tempo, agrees to comply with the requirements of the Resolution Agreement and Future Personnel Agency, Inc./Top Tempo understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Future Personnel Agency, Inc./TopTempo, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

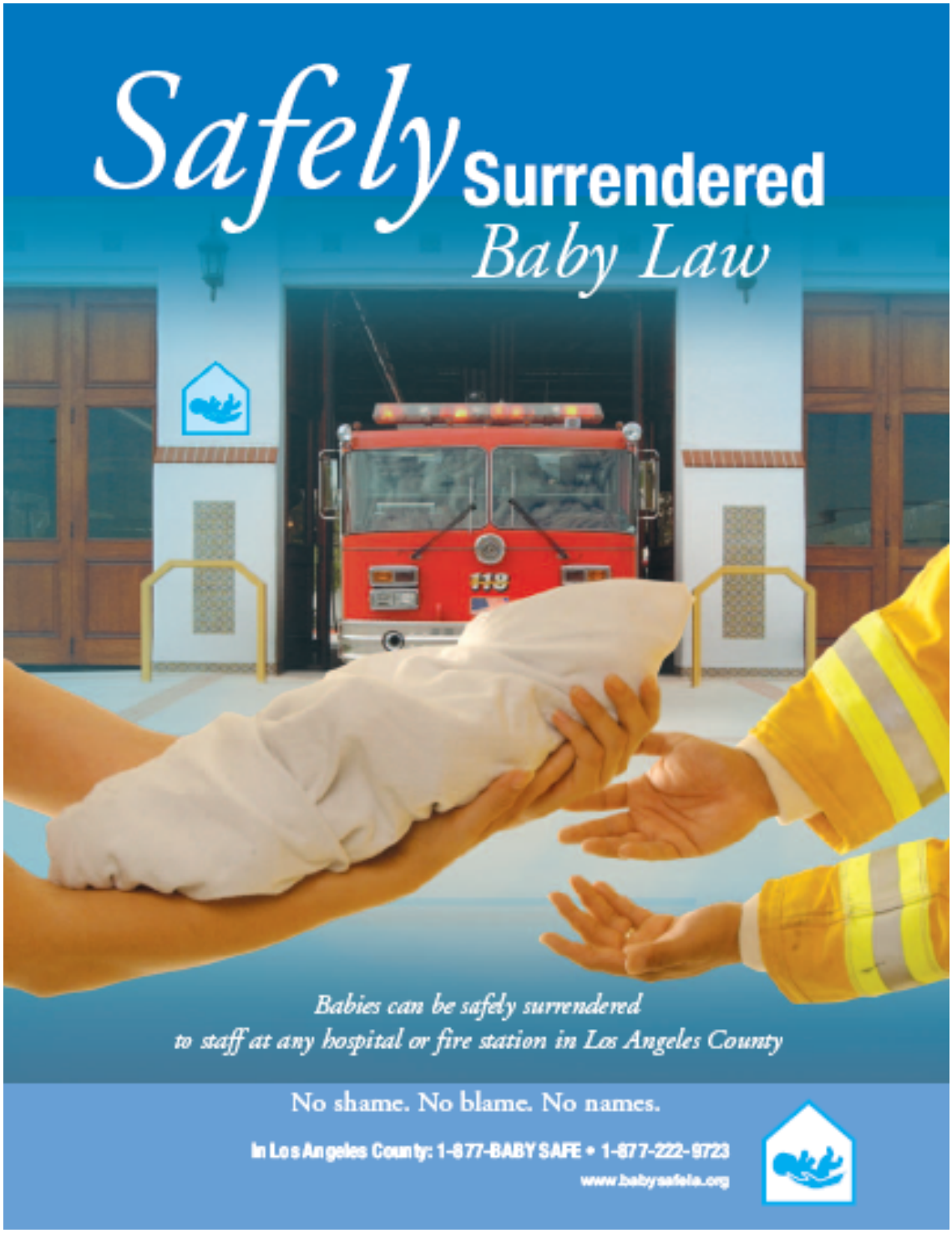
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76600

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

HELPMATES STAFFING SERVICES

FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

HELPMATES STAFFING SERVICES

FOR

TEMPORARY SECRETARIAL/CLERICAL

SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of JUNE, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and Helpmates Staffing Services, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 900 Wilshire Blvd. #914, Los Angeles, CA 90017.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

76600

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$14.18
Intermediate Clerk	$13.50
Intermediate Typist Clerk	$16.71
Secretary II	$20.46

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR HELPMATES STAFFING SERVICES

Julia Bolden
Name

By Julia Bolden
Name

Area Manager
Title

COUNTY OF LOS ANGELES

By Yvonne B Burke
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By Bonna Sohana
Deputy

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 Bonna Sohana
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By Paul Beaudet

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

76600

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$11.60
Intermediate Typist Clerk	$13.05
Secretary II	$16.80
Clerk- Heavy Lifting	$14.50

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$10.00	$3.20	$0.30	$ 13.50
Intermediate Typist Clerk	$12.38	$3.96	$0.37	$ 16.71
Secretary II	$15.16	$4.85	$0.45	$20.46
Clerk - Heavy Lifting	$10.35	$3.52	$0.31	$14.18

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, HelpMates Staffing Services, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, HelpMates Staffing Services, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, HelpMates Staffing Services agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, HelpMates Staffing Services agrees to comply with the requirements of the Resolution Agreement and HelpMates Staffing Services understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, HelpMates Staffing Services, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

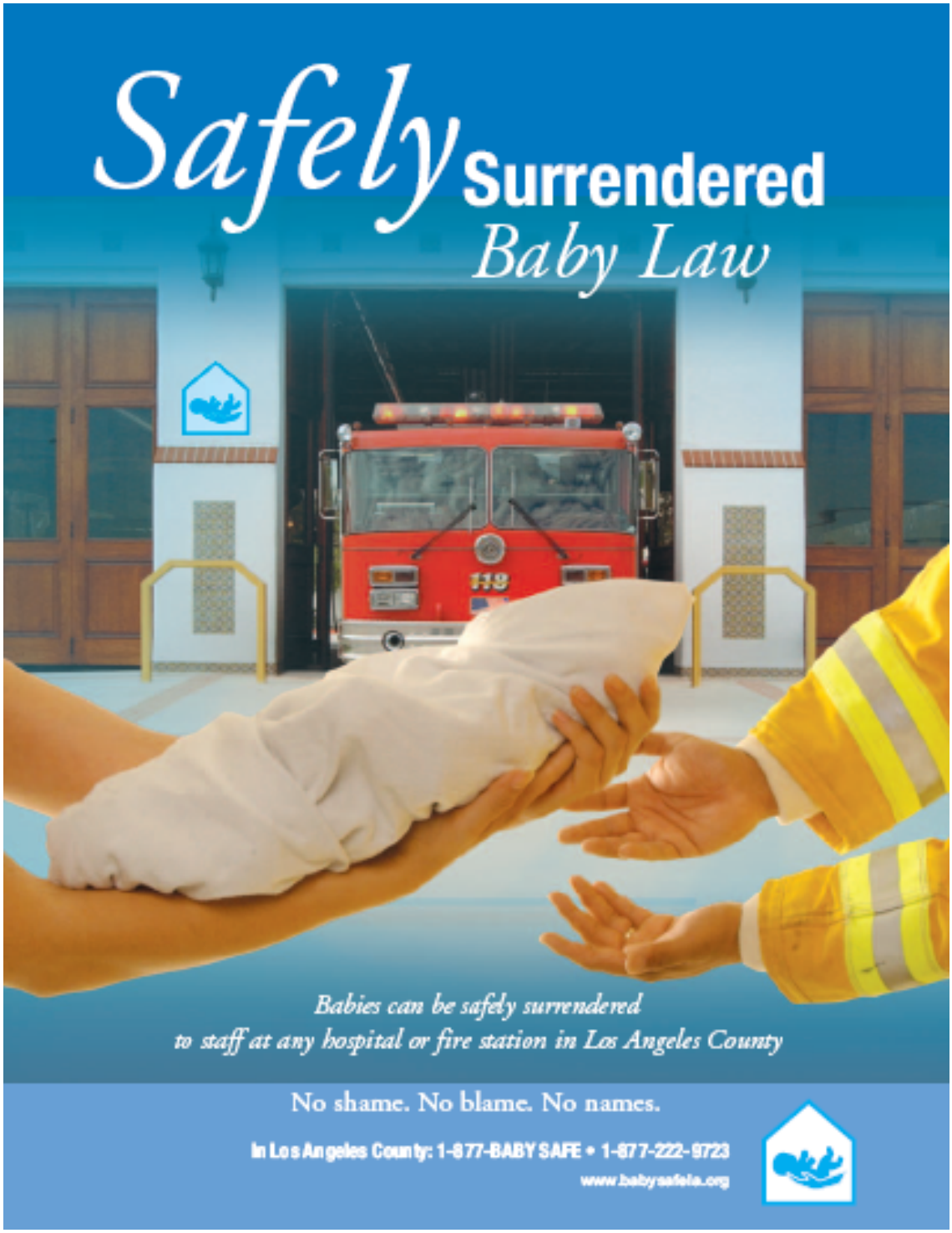
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76602

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

JM TEMPORARY STAFFING SERVICES

FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
JM TEMPORARY STAFFING SERVICES
FOR
TEMPORARY SECRETARIAL/CLERICAL
SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of June, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and JM Temporary Staffing Services, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 888 S. Figueroa Street, Suite #170, Los Angeles, CA 90017.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

76602

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$14.18
Intermediate Clerk	$13.50
Intermediate Typist Clerk	$16.71
Secretary II	$20.46

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR

JM Staffing
Name

By
Name Chiquita Bell

Contract Manager
Title

COUNTY OF LOS ANGELES

By
Chair, Board of Supervisors

76602

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By
Deputy

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
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$12.75
Intermediate Typist Clerk	$13.35
Secretary II	$17.46
Clerk- Heavy Lifting	$13.77

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$9.30	24%	11%	$ 12.75
Intermediate Typist Clerk	$9.75	24%	11%	$ 13.35
Secretary II	$12.75	24%	11%	$17.46
Clerk - Heavy Lifting	$9.50	27%	8%	$13.77

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, JM Temporary Staffing Services, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, JM Temporary Staffing Services, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, JM Temporary Staffing Services agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, JM Temporary Staffing Services agrees to comply with the requirements of the Resolution Agreement and JM Temporary Staffing Services understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, JM Temporary Staffing Services, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

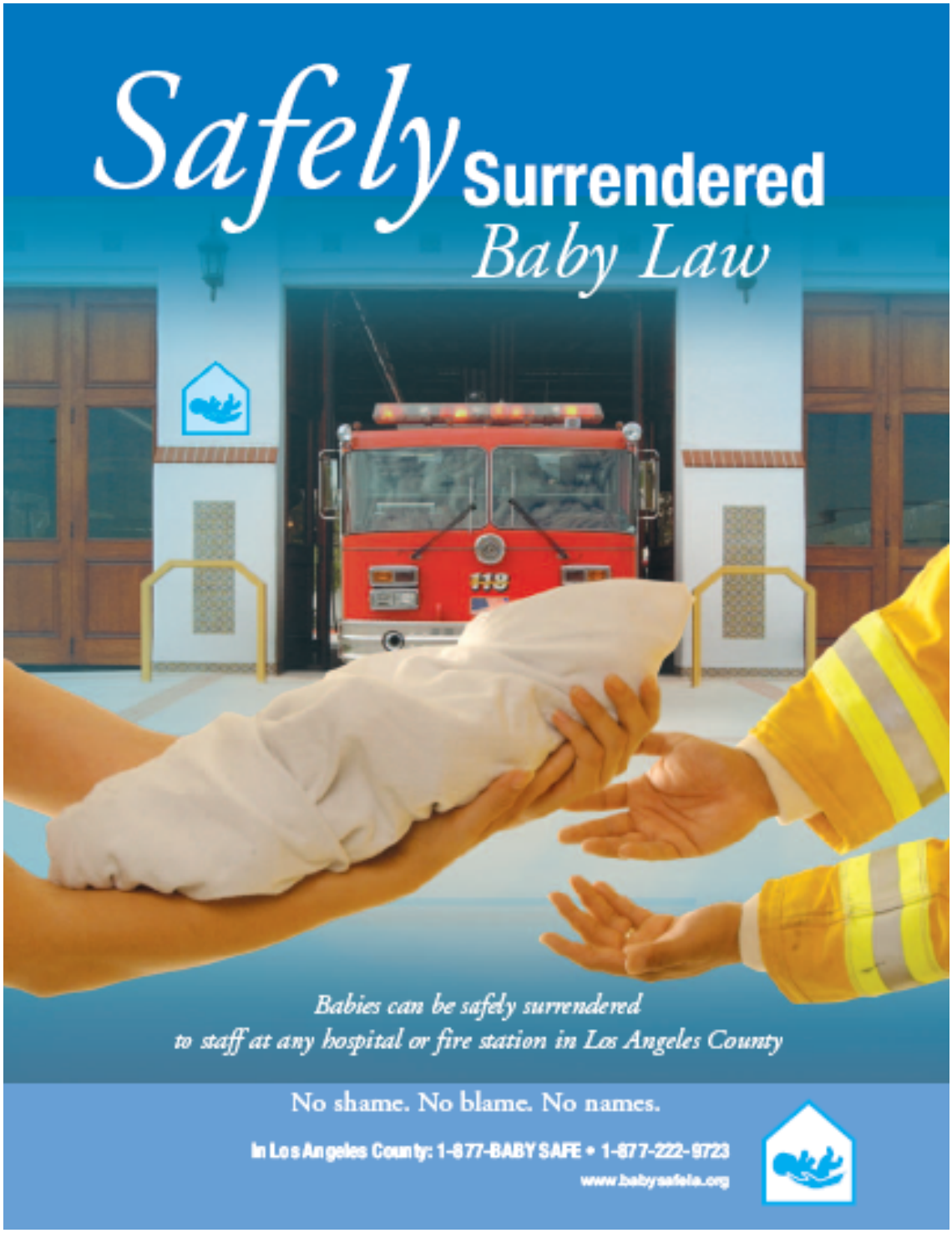
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76603

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

PARTNERS IN DIVERSITY

FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

JM TEMPORARY STAFFING SERVICES

FOR

TEMPORARY SECRETARIAL/CLERICAL

SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of June, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and Partners in Diversity, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 888 S. Figueroa Street, Suite #170, Los Angeles, CA 90017.

76603

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$17.54
Intermediate Clerk	$16.24
Intermediate Typist Clerk	$17.72
Secretary II	$22.16

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR

Partners In Diversity, Inc.

_____
Name

By __Arlene M. Apodaca_____
Name

___Vice President_____
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By_____
Deputy

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_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

76603

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$16.24
Intermediate Typist Clerk	$17.72
Secretary II	$22.16
Clerk- Heavy Lifting	$17.54

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$11.00	$4.47	$0.77	$16.24
Intermediate Typist Clerk	$12.00	$4.88	$0.84	$ 17.72
Secretary II	$15.00	$6.11	$1.05	$22.16
Clerk - Heavy Lifting	$11.00	$5.77	$0.77	$17.54

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, Partners in Diversity, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Partners in Diversity, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, Partners in Diversity agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, JM Temporary Staffing Services agrees to comply with the requirements of the Resolution Agreement and JM Temporary Staffing Services understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Partners in Diversity, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

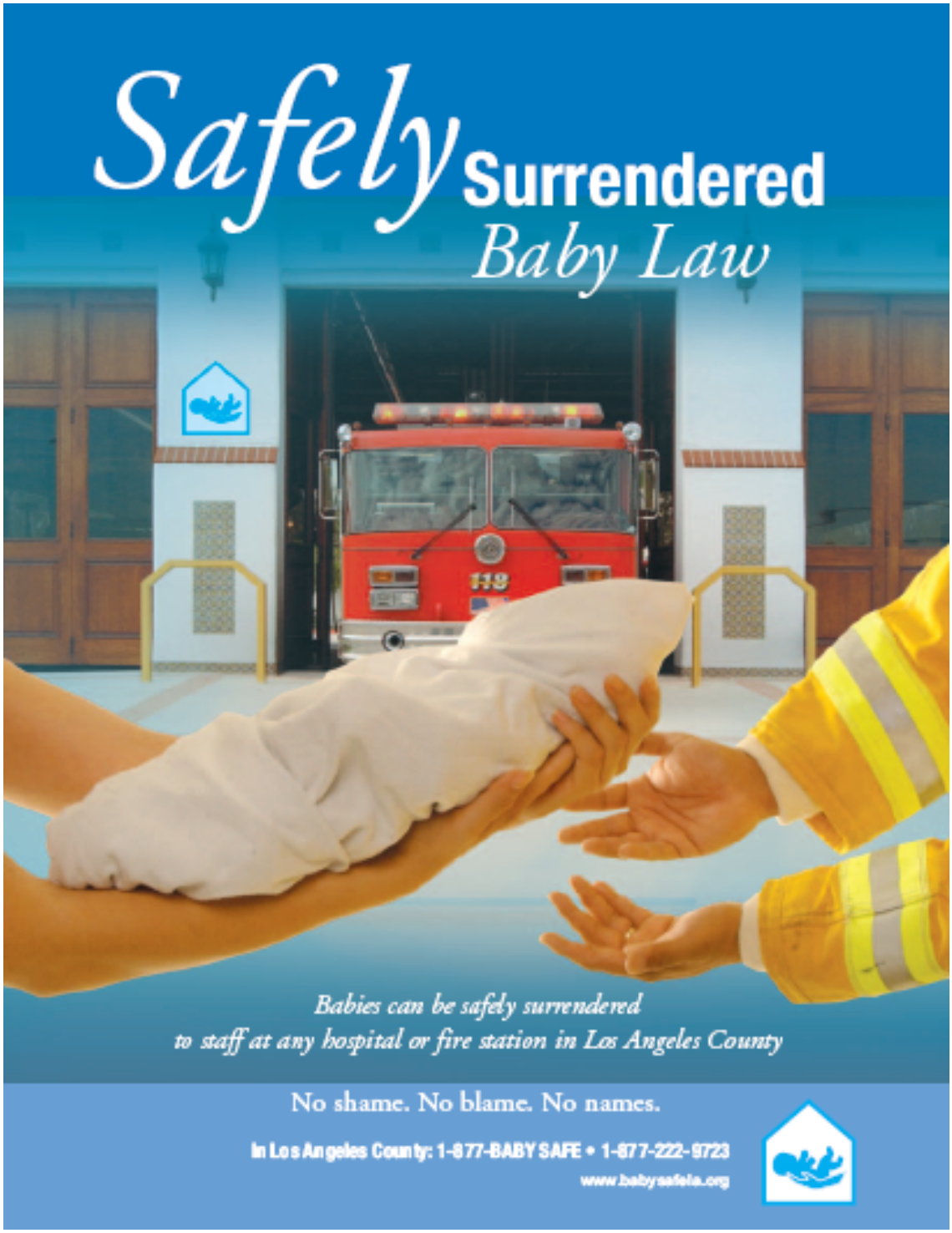
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

DEPARTMENT

OF

PUBLIC SOCIAL SERVICES

76604

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SELECT STAFFING

FOR
TEMPORARY SECRETARIAL/CLERICAL SUPPORT SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

June 2008

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CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

SELECT STAFFING

FOR

TEMPORARY SECRETARIAL/CLERICAL

SUPPORT SERVICES

This Contract and Exhibits made and entered into this 10th day of June, 2008 by and between County of Los Angeles, hereinafter referred to as COUNTY and Select Staffing, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 888 S. Figueroa Street, Suite #170, Los Angeles, CA 90017.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing and facilities to provide the services contemplated by this Agreement on behalf of COUNTY; and

WHEREAS, COUNTY finds it necessary to secure such services for special projects and surveys which require additional secretarial and clerical support; and

WHEREAS, COUNTY released an Invitation for Bid to the public for the provision of such services and based upon competitive bidding, CONTRACTOR has been selected by recommendation for award of this Agreement; and

WHEREAS, COUNTY is **further authorized under** California Government Code 31000.4.

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

76604

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1	Attachment A	Statement of Work
1.2	Attachment B	Pricing Schedule
1.3	Attachment C	Civil Rights Resolution Agreement
1.4	Attachment D	Presentations and Certifications
1.5	Attachment E	Contractor's Nondiscrimination In Service Certification
1.6	Attachment F	Contractor's EEO Certification
1.7	Attachment G	Contractor Employee Jury Service
1.8	Attachment H	Familiarity With The County Lobbyist Ordinance Certification
1.9	Attachment I	Certification Of No Conflict Of Interest
2.0	Attachment J	Internal Revenue Service Earned Income Credit Notice
2.1	Attachment K	Safely Surrendered Baby Law

2.0 DEFINITIONS

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

2.1 **Board of Supervisors:** The Board of Supervisors of COUNTY of Los Angeles.

2.2 **Budget -** The document that details CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are the following:

2.3 **Contract -** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.4 **CONTRACTOR -** The sole proprietor, partnership, or corporation that has entered into a contract with COUNTY to perform or execute the work covered by the Statement of Work.

2.5 **Contract Management Division -** Contract Management is the Department's section responsible for the Contract.

2.6 **Contract Monitoring Plan -** The Plan developed by COUNTY, specifically for this Contract, to monitor compliance with Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.7 **Contract Start Date -** Date Contractor begins work in accordance with the terms of the Contract.

2.8 **County Contract Administrator (CCA) -** The individual designated by COUNTY to monitor CONTRACTOR's performance in the daily operation of the agreement. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.9 **Department of Public Social Services -** COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY.

2.10 **Day(s) –** Calendar day(s) unless otherwise specified.

2.11 **Director -** The Director of the Department of Public Social Services (DPSS), County of Los Angeles, or his/her authorized representative(s).

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

2.13 **Performance Requirement Summary (PRS) -** The document furnished by County (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will be using the PRS in evaluating Contractor to assure that the Contract performance standards are met.

2.14 **Quality Control Program** - All necessary measures taken by Contractor to assure that the quality of services will meet Contract completeness, consistency, and conformity.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing July 1, 2008 or one day after execution by COUNTY's Board of Supervisors, whichever is later, through June 30, 2011, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

5.0 CONTRACT PAYMENT

5.1 CONTRACTOR shall be paid a firm fixed cost under this Agreement less any offset authorized by this Agreement or otherwise authorized by law based on the following schedule:

Firm-fixed rates are as follows:

Job Classification	**Hourly Rate**
Clerk- Heavy Lifting	$14.50
Intermediate Clerk	$11.60
Intermediate Typist Clerk	$13.05
Secretary II	$16.80

5.2 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of it by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with COUNTY's express prior written approval.

5.3 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein provided.

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

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 Contract. Should CONTRACTOR receive any

such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract 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 Contract.

5.5 **Invoices and Payments**

5.5.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Attachment A - Statement of Work* and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR's payments shall be as provided in 5.1 above and *Attachment B - Pricing Schedule*, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.

5.5.2 CONTRACTOR's invoices shall be priced in accordance with 5.1 above and *Attachment B - Pricing Schedule*.

5.5.3 CONTRACTOR's invoices shall contain the information set forth in *Attachment A - Statement of Work* - describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 CONTRACTOR shall submit the monthly invoices to COUNTY by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted in **two (2) copies** to the following address:

Traci Denby, County Contract Administrator
Contract Management Section I

Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

5.5.6 **COUNTY Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY Contract Administrator prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by COUNTY.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Contract Manager (CCA) is designated above in Section 5.5. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR Manager.

A listing of all COUNTY Administration referenced in the following Sub-paragraphs are designated in *Exhibit E* - COUNTY*'s Administration*. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY CONTRACT ADMINISTRATOR

The responsibilities of County Contract Administrator include:

- Ensuring that the objectives of this Contract are met.
- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments.
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

- Meeting with Contractor Manager on a regular basis.
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Overseeing the day-to-day administration of this Contract.
- Compiling reports to the County Contract Director.

COUNTY Contract Administrator 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.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACT MANAGER

7.1.1 CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to Agreement start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations.

7.1.2 Contractor Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with County Contract Administrator on a regular basis.

7.2 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 Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

7.3.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY's approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 CONTRACTOR shall notify COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY photo identification badge at the time of removal from COUNTY Contract.

7.3.3 If COUNTY requests the removal of CONTRACTOR's staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR staff's COUNTY photo identification badge at the time of removal from working on the Contract.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the

Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.

7.4.3 COUNTY may immediately, at the sole discretion of the County, deny or terminate facility access to CONTRACTOR's staff who does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

7.4.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-paragraph 7.4, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

CONTRACTOR shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of the contract. CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and *Confidentiality* Agreement", Exhibit 3, hereunder. Contractor shall submit to COUNTY, a signed *"Contractor Employee Acknowledgement and Confidentiality Agreement"* for each employee performing services under the Contract before execution of the Contract.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director. Any unapproved assignment or delegation shall be null and void. Any payments by the DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at the DPSS's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

In the event that COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees

and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C. F. R. PART 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making subawards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officer partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partners, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

8.5 CHANGE NOTICES AND AMENDMENTS

8.5.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed

Change Notice signed by CONTRACTOR and by COUNTY Contract Administrator.

8.5.2 For any change, which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the *Board of Supervisors.*

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by COUNTY Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is a decrease in the contract costs.

8.5.3.3 COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services Budget.

8.5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or designee for an amendment to this contract.

8.5.4 The Director of the Department of Public Social Services, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.5.5 COUNTY's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. COUNTY reserves the right to add

and/or change such provisions as required by COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by CONTRACTOR and by the Director of the Department of Public Social Services.

8.6 COMPLAINTS

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

Within fifteen (15) business days after Contract effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.6.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.

8.6.2 If COUNTY requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

8.6.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.

CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to COUNTY Contract Administrator within three (3) business days of mailing to the complainant.

8.7 COMPLIANCE WITH APPLICABLE LAW

8.7.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.7.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The CONTRACTOR shall sign and adhere to the “Bidder’s/Offeror’s Nondiscrimination in Services Certification,” Attachment E, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment C (herein) and as directed by DPSS.

8.9 Compliance With COUNTY's Jury Service Program

8.9.1 JURY SERVICE PROGRAM:

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

8.9.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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 CONTRACTOR or that CONTRACTOR deducts the fees received for jury service from the Employee's regular pay. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1)

the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

2. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. 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 Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

3. CONTRACTOR's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

8.10.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such

employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 **Responsible Contractor**

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

8.13.2 **Chapter 2.202 of COUNTY Code**

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that

CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts CONTRACTOR may have with COUNTY.

8.13.3 **Non-Responsible Contractor**

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

8.13.4 **Contractor Hearing Board**

If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall

contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of CONTRACTOR Hearing Board.

8.13.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY Contractors.

8.14 CRIMINAL CLEARANCES

8.14.1 For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTORS, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

8.14.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

8.14.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) those defined in the following Penal Code sections or any other existing or future Penal Code sections which address such crimes: 261.5, 220, 243.4, 245, 264.1, 272,273a, 273ab, 273d, 273g,273.5, 286, 288, 288a, 289, 290, 314, 368(b), 647 (a) (b), 647.6, and 667.5(c).

8.15 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

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

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

8.16.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.18.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. CONTRACTOR, as determined by COUNTY, for such repairs shall repay all costs incurred by COUNTY, by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

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

8.22 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Not withstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event, which renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

8.23 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.24 INDEPENDENT CONTRACTOR STATUS

8.24.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.24.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

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

8.24.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the *"Contractor Employee Acknowledgment, Confidentiality Agreement", Exhibit 3.*

8.25 INDEMNIFICATION

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

8.26 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

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

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@lacounty.gov Fax: (562) 590-0590

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

8.26.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.26.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.26.4 **Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Administrator.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.26.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.26.6 **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor's insurance coverage at any time.

8.27 INSURANCE COVERAGE REQUIREMENTS

8.27.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.27.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.27.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million

Disease - each employee: $1 million

8.28 LIQUIDATED DAMAGES

8.28.1 If, in the judgment of the Department Head, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY will be forwarded to CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.28.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by CONTRACTOR over a certain time span, the Department Head will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Department Head may:

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

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

as defined in *Attachment A, Technical Exhibit 5*, hereunder, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

8.28.3 The action noted in Sub-paragraph 8.28.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Contract.

8.28.4 This Sub-paragraph shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.28.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this Contract as agreed to herein.

8.29 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the

intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

1. Pay to COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;

2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.

8.30 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices

below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

8.31 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.31.2 CONTRACTOR shall certify to, and comply with, the provisions of *Attachment F - Contractor's EEO Certification.*

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

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

8.31.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or

mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.31.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.31 when so requested by COUNTY.

8.31.7 If COUNTY finds that any provision of this Sub-paragraph 8.31 has been violated, such violation shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract. The COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.31.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.32 NON EXCLUSIVITY

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

8.331 NOTICE OF DELAYS

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

8.34 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of County Contract Administrator and/or County Contract Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If County Contract Administrator or County Contract Director is not able to resolve the dispute, the Director, or designee shall resolve it.

8.35 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.36 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.37 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified herein. Either party giving ten (10) days' prior written notice thereof to the other party may change addresses. The Director shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

8.38 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.39 PUBLIC RECORDS ACT

8.39.1 Any documents submitted by CONTRACTOR; all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked,

if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.40 PUBLICITY

8.40.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain it, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and

- During the term of this Contract, CONTRACTOR shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of County Contract Director. COUNTY shall not unreasonably withhold written consent.

8.40.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.40 shall apply.

8.41 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Contract and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.41.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.41.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.41 shall constitute a

material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

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

8.42 RECYCLED BOND PAPER

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

8.43 REMOVAL OF UNSATISFACTORY PERSONNEL

"COUNTY shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Agreement. At the request of COUNTY, the CONTRACTOR shall immediately replace said personnel."

8.44 RULES AND REGULATIONS

"During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate. If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder."

8.45 SUBCONTRACTING

8.45.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY**. Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

8.45.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by COUNTY.

8.45.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

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

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

8.45.6 COUNTY's Project Director is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

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

8.45.8 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to:

Traci Denby, County Contract Administrator
Contract Management Section I
Department of Public Social Services
12900 Crossroads Parkway South – 2nd Floor
City of Industry, California 91746-3411
Tracidenby@dpss.lacounty.gov

Fax: (562) 692-2290

before any subcontractor employee may perform any work hereunder.

8.46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Sub-paragraph 8.48 - Termination for Default and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

8.47 TERMINATION FOR CONVENIENCE

8.47.1 This Contract may be terminated, in whole or in part, from time to time, when COUNTY, deems such action in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.47.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.47.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.41 Record Retention & Inspection/Audit Settlement.

8.48 TERMINATION FOR DEFAULT

8.48.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:

- CONTRACTOR has materially breached this Contract;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.48.2 In the event that COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.48.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, goods and services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.48.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.48.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-paragraph 8.46.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.48.4 If, after COUNTY has given notice of termination under the provisions of this Sub-paragraph 8.48, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Sub-paragraph 8.48, or that the default was excusable under the provisions of Sub-paragraph 8.48.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.47 - Termination for Convenience.

8.48.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR's default as provided in Sub-

paragraph 8.48.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.48. 2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 - Indemnification.

8.48.6 The rights and remedies of COUNTY provided in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 TERMINATION FOR IMPROPER CONSIDERATION

8.49.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer,

employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to CONTRACTOR's performance pursuant to 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.

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

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

8.50 TERMINATION FOR INSOLVENCY

8.50.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for CONTRACTOR; or

- The execution by CONTRACTOR of a general assignment for the benefit of creditors.

8.50.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. 51 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.52 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Contract during any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Contract in COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.53 VALIDITY

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

8.54 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 WARRANTY AGAINST CONTINGENT FEES

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

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

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

CONTRACTOR

Select Staffing
Name

By _____
Name

Regional Vice President
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

76604

ATTEST:

Sachi A. Hamai,
Executive Officer - Clerk
Of the Board of Supervisors

By _____
Deputy

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 _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 JUN 10 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;

- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* **in support of improving outcomes for children and families.**

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK

1.1 CONTRACTOR(s) shall provide secretaries, clerks and other employees on an as-needed basis to perform the duties as described in Technical Exhibit 1, Job Descriptions. The provided staff must have, at a minimum, the skill levels described in Technical Exhibit 1.

1.2 The agreement is to provide secretarial and clerical services as-needed in emergency situations not to exceed ninety days (90) and is not an exclusive contract. COUNTY reserves the right to contract with other entities for the same or similar services.

2.0 KEY COUNTY PERSONNEL

County personnel for the following position will be designated when this Contract is awarded. The person designated for the following position is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way, except as may be specifically provided in the Contract.

2.1 **County Contract Administrator (CCA)**

2.1.1 The CCA or alternate has full authority to supervise a contractor's performance in fulfilling its duties.

2.1.2 The CCA interfaces with CONTRACTOR's Contract Manager and provides direction to CONTRACTOR in areas relating to policy and contract administration and interpretation.

3.0 KEY CONTRACTOR PERSONNEL

3.1 CONTRACTOR will, prior to contract start-up, provide the name, address and telephone numbers of the Contract Manager and alternate who will act as liaison with the CCA and be responsible for administering the Contract and who will have the authority to act for CONTRACTOR or ongoing operation.

3.2 The Contract Manager or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and provide a telephone number at which the Contract Manager or alternate may be reached by the CCA after normal business hours in case of emergencies.

3.3 The Contract Manager and alternate must be able to read, write, speak and understand English.

4.0 OTHER CONTRACTOR PERSONNEL

4.1 Secretaries, clerks and other staff provided by Contractor shall present a neat , professional/businesslike appearance and attitude.

4.2 Secretaries, clerks and other staff provided by CONTRACTOR must be able to read, write, speak, and understand English. Infrequently, secretaries, clerks and other staff who read, write, speak, and understand other languages, predominately Spanish, may also be required.

4.3 Secretaries and clerks provided by Contractor must have good telephone and reception skills and be able to handle irate and difficult callers in a professional manner.

5.0 CONTRACT EMPLOYEE ACCEPTABILITY

5.1 When secretaries or clerks are needed for a job with public contact, the CCA may, at his or her sole discretion, direct CONTRACTOR to replace any of the secretaries, clerks or other staff CONTRACTOR has provided who do not perform as CONTRACTOR has stated they would or who CCA determines has performed acts during the performance of their job which otherwise make it inappropriate for such persons to be in contact with DPSS recipients or employees.

5.2 CONTRACTOR(s) will, at its cost, conduct background criminal clearances to comply with Subsection 8.14, Criminal Clearance, above.

6.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of product quality and service throughout the term of the contract. The Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date; with revisions submitted any time changes to the Plan occur. The Plan shall include, but not be limited to the following:

6.1 Specific activities to be monitored;

6.2 Methods of monitoring to be used;

6.3 Frequency of monitoring;

6.4 Samples of forms to be used in monitoring; and

6.5 Title/level and qualifications of personnel performing monitoring functions.

7.0 QUALITY ASSURANCE

7.1 COUNTY reserves the right to reject any Contractor provided employee who does not meet the minimum requirements as specified in *Attachment A, Technical Exhibit 1, Job Descriptions*, and shall be immediately replaced by CONTRACTOR.

7.2 County will not be charged for the first four (4) hours [first eight (8) hours for data entry clerks] of service of the person not found acceptable under the requirements of Section 5.0, Contract Employee Acceptability, above, or *Attachment A, Technical Exhibit 1*.

8.0 HOURS OF OPERATION

8.1 Normal working hours for secretaries and clerks are 8:00 a.m. to 5:00 p.m. or alternate work schedules, Monday through Friday. **No overtime may be accumulated or paid**. (Note: A normal work week in DPSS runs Wednesday through Tuesday and does not exceed forty [40] hours.)

8.2 Contractor normally will not be required to provide secretaries, clerks or other staff on County-recognized holidays. These holidays may change slightly from year to year. CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each new calendar year.

9.0 SPECIFIC TASKS

9.1 The CCA will initiate all requests for services hereunder. CONTRACTOR(s) will be allowed twenty-four (24) hours after the request for service is received to provide the qualified secretaries, clerks or other staff requested, except when that request is an emergent request, in which case CONTRACTOR will be allowed no more than eight (8) hours. If the service has not been provided within two (2) days, the CCA reserves the right to cancel the order and purchase the service from another source.

9.2 CONTRACTOR(s) shall provide secretaries, clerks and other staff on an as needed basis to any of the locations as listed in *Attachment A, Technical Exhibit 2, Department of Public Social Services Locations*.

9.3 CONTRACTOR(s) is responsible for ensuring that every temporary employee assigned under this Contract reads, understands, signs and dates a *Contractor Employee Acknowledgment and Confidentiality Agreement* form as described in *Attachment A, Technical Exhibit 3*.

CONTRACTOR shall then provide the original *Contractor Employee Acknowledgment and Confidentiality Agreement* form to their employee, make a copy of the form for the Agency's file, and mail a copy of the form to the CCA.

9.4 CONTRACTOR(s) shall be solely responsible for providing its employees all legally required employee benefits. COUNTY will not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employee provided by CONTRACTOR(s).

9.5 CONTRACTOR(s) will ensure that employees' time cards are signed and approved. If the employee is unavailable to sign, approval may be obtained from the DPSS supervisor or other person authorized to approve time cards.

9.6 CONTRACTOR(s) will ensure that employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.

10.0 MEASURABLE OUTCOMES

Contractor shall provide services that address the following measurable outcomes:

- Confidentiality of records is maintained.
- Secretaries and clerks are provided on an as needed basis to any of the locations listed in Attachment A, Technical Exhibit 2, Department of Public Social Services Locations within 24 hours after the request. Staff is provided within eight (8) hours of an emergency request.
- All employee time cards are signed and approved. If the employee is unavailable to sign, obtain approval from the DPSS supervisor or other person authorized to approve time cards.
- All employees assigned to DPSS are informed of their legal responsibility to report any instances of suspected or actual child/adult abuse to the appropriate agencies.
- Provision to employees all legally required employee benefits.

ATTACHMENT A

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1

JOB DESCRIPTIONS

JOB DESCRIPTIONS

This lists the job descriptions of the secretarial and clerical items that the Department of Public Social Services may fill through use of this Contract.

Clerk-Heavy Lifting

Definition	Operates or assists in the operation of a store or warehouse.
Example of Duties	Receives, stores, and issues supplies and participates in material handling activities. Performs responsible supply clerical tasks, i.e., maintaining and analyzing inventory and stock records, making recommendations for adjustment of stock levels, initiating requisitions for replenishment of supplies, checking merchandise received against purchase order descriptions, editing requisitions, and processing reports of goods received. Conducts periodic inventories of supplies. Prepares, records and tags property assigned to County department for the Auditor-Controller. Processes and maintains records showing present location, transfer or disposal of property. Maintains custody of items not assigned to operating units. Operates forklifts and other material handling equipment such as electric pallet jacks. May participate in the procurement of automotive or other supplies directly through vendors, blanket or agreement orders. May exercise full supervision over one or more helpers, or provide full-time lead man supervision over a crew. May require packing and lifting boxes weighing from 35 to 50 pounds.

Intermediate Clerk

Definition	Performs clerical duties and the clerical functions involved within a recognized clerical procedure.
Examples of Duties	Types or legibly handwrites forms, labels, and similar material not requiring the skilled operation of a typewriter; files numerically or alphabetically; operates ordinary business

machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the phone; maintains clerical controls; may be required to pack and lift boxes weighing from 35 to 50 pounds.

Intermediate Typist Clerk

Definition Performs skilled typing and performs specialized clerical work.

Examples of Duties- Types 40 net words per minute; sets up and types business letters, complex charts, forms and statistical reports; files numerically or alphabetically; operates ordinary business machines such as calculators and photocopy machines; checks documents for completeness and accuracy; gives information to the public in person or over the telephone; maintains clerical controls.

Secretary II

Definition Acts as secretary to the head of a major unit in a very large and complex County department.

Examples of Duties Types 40 net words per minute; dictation 80 words per minute and transcribes; operates word processing equipment, i.e., personal computers, typewriters with word processing capabilities; files numerically and alphabetically; replies to correspondence with or without dictation; makes appointments and arranges conferences and meetings; relays messages, orders and requests between the manager and staff; gathers data and prepares reports; relieves the manager of routine personnel, budget and other operating details.

TECHNICAL EXHIBIT 2

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

DEPARTMENT OF PUBLIC SOCIAL SERVICES LOCATIONS

Administrative Headquarters: 12820 Crossroads Parkway South, City of Industry, CA 91746

12860 Crossroads Parkway South, City of Industry, CA 91746

12900 Crossroads Parkway South, City of Industry, CA 91746

Other Locations:

1. 1740 East Gage Avenue
   Los Angeles, CA 90001
2. 2959 Victoria Street
   Rancho Dominguez, CA 90221
3. 3307 North Glenoaks Boulevard
   Burbank, CA 91504
4. 12440 East Imperial Hwy, Ste. 601 West
   Norwalk, CA 90650
5. 1326 West Imperial Highway
   Los Angeles, CA 90044
6. 2707 South Grand Avenue
   Los Angeles, CA 90007
7. 4077 North Mission Road
   Los Angeles, CA 90032
8. 813 East Fourth Place
   Los Angeles, CA 90013
9. 2040 W. Holt Avenue
   Pomona, CA 91768
10. 2910 Beverly Boulevard
    Los Angeles, CA 90057
11. 10728 South Central Avenue
    Los Angeles, CA 90059
12. 5445 Whittier Boulevard
    Los Angeles, CA 90022
13. 17171 East Gale Avenue
    City of Industry, CA 91745
14. 2855 East Olympic Boulevard
    Los Angeles, CA 90023
15. 8130 South Atlantic Avenue
    Cudahy, CA 90201
16. 5026 Santa Monica Boulevard
    Los Angeles, CA 90029
17. 923 East Redondo Boulevard
    Los Angeles, CA 90037
18. 9150 East Imperial Highway
    Downey, CA 90242
19. 1050 East Palmdale Boulevard
    Palmdale, CA 93550
20. 3435 Wilshire Boulevard, 2nd, 8th, 26th Floors
    Los Angeles, CA 90010
21. 2200 North Humboldt Street
    Los Angeles, CA 90031
22. 11390 West Olympic Boulevard
    Los Angeles, CA 90064
23. 1851 North Gaffey Street
    San Pedro, CA 90731
24. 4680 San Fernando Road
    Glendale, CA 91205

25. 12727 Norwalk Boulevard
Norwalk, CA 90650

26. 12847 Arroyo Street
Sylmar, CA 91340

27. 12400 East Imperial Highway
Norwalk, CA 90650

28. 27233 Camp Plenty Road
Canyon Country, CA 91351

29. 11110 West Pico Boulevard
Los Angeles, CA 90064

30. 14545 Lanark Street
Panorama City, CA 91402

31. 14550 Lanark Street
Panorama City, CA 91402

32. 9035 Canoga Avenue
Canoga Park, CA 91304

33. 2813 East Olympic Boulevard
Los Angeles, CA 90023

34. 2601 Wilshire Boulevard
Los Angeles, CA 90057

35. 3350 Aerojet Avenue
El Monte, CA 91731

36. 17600 Santa Fe Avenue
Rancho Dominguez, CA 90221

37. 2040 West Holt Avenue
Pomona, CA 91768

38. 955 North Lake Avenue
Pasadena, CA 91104

39. 9320 Telstar Avenue
El Monte, CA 91731

40. 349-B East Avenue K-6
Lancaster, CA 93535

41. 2415 West Sixth Street
Los Angeles, CA 90057

42. 2615 South Grand Avenue
Los Angeles, CA 90023

43. 416 N. Garey Avenue
Pomona, CA 91767

44. 14714 Carmenita Avenue
Norwalk, CA 90650

45. 2277 North Garey Avenue
Pomona, CA 91763

46. 2700 South Garfield Avenue
City of Commerce, CA 90040

47. 2701 Firestone Boulevard
South Gate, CA 90280

48. 21415-21615 Plummer Street
Chatsworth, CA 91311

49. 3216 Rosemead Boulevard
El Monte, CA 91731

50. 5200 West Century Boulevard
Los Angeles, CA 90045

51. 3220 Rosemead Boulevard
El Monte, CA 9173

52. 12000 Hawthorne Boulevard
Hawthorne, CA 90250

53. 3400 Aerojet Avenue
El Monte, CA 91731

54. 2765 East Olympic Boulevard
Los Angeles, CA 90023

55. 5460 Bandini Boulevard
Bell, CA 90201

56. 900 North Lake Avenue
Pasadena, CA 91104

57. 17181 East Gale Avenue
Industry, CA 91745

58. 17150 East Gale Avenue
Industry, CA 91745

59. 318 West Adams Boulevard
Los Angeles, CA 90007

60. 4004 South Vermont Avenue
Los Angeles, CA 90037

NOTE: Other DPSS or non-DPSS office locations within Los Angeles County may be added or changed, as needed.

TECHNICAL EXHIBIT 3

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with COUNTY of Los Angeles to provide various services to COUNTY of Los Angeles. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

EMPLOYER ACKNOWLEDGMENT

I understand that _____ is my sole employer for purposes of this employment.

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

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and COUNTY of Los Angeles.

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

Please read the following agreement and take due time to consider it prior to signing.

As an employee of _____, you may be involved with work pertaining to County services and have access to confidential data pertaining to persons and/or other entities who receive services from COUNTY of Los Angeles. COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by_____ for COUNTY.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFIDENTIALITY AGREEMENT (Cont.)

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and COUNTY of Los Angeles.

I agree to forward all requests for the release of information received by me to my County supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my County supervisor. I agree to return all confidential materials to my County supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that COUNTY of Los Angeles will seek all possible legal redress.

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS. Following are some of the programs that are administered by DPSS:

Adult Protective Services (APS)
CalWORKs
General Relief (GR)
Medi-Cal
Food Stamps
In-Home Supportive Services (IHSS)
Refugee Resettlement Program (RRP)
Refugee Cash Assistance (RCA)
Special Circumstances (SC)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY (30) DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT (Continued)

CONFLICT OF INTEREST POLICY (Cont.)

I understand that I am to report any of the following relationships and that COUNTY will screen contract employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any ***friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job****. Access includes, but is not limited to determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.*

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT DETERMINATION CAN BE MADE WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security No.: _____

POSITION: _____
(Print)

DATE OF LAST TEST _____ **TYPES** _____ **WPM WITH** _____ **ERRORS**

PAC # _____

AGENCY CONTRACT MANAGER:_____
(Signature)

TECHNICAL EXHIBIT 4

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY

1.0 Introduction

This Performance Requirement Summary displays the major services that will be monitored during the term of the contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator, which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of the contract and Statement of Work, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body and Statement of Work and this Performance Requirements Summary, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis of the assignment of any points.

Because the provision of services to public assistance clients is critical to the mission of DPSS, COUNTY expects a high Standard of Contractor performance. DPSS will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of COUNTY Contract Administrator (CCA) by Contractor before the allowable deviation for acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is attached as *Attachment A, Technical Exhibit 4, Attachment I*:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).

2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).

3. Defines the Standard of performance for each required service (Column 3 of chart).

4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before COUNTY assesses liquidated damages (Column 4 of chart).

5. Shows the quality assurance methods that COUNTY will use to evaluate CONTRACTOR's performance in meeting the contract requirements (Column 5 of chart).

6. Shows the monthly Unsatisfactory Performance Indicator points to be assessed for exceeding the AQL, for each listed contract requirement (Column 6 of chart). These indicators may serve as baseline for assessing liquidated damages.

3.0 Quality Assurance

Contractor performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate CONTRACTOR's performance, including:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (2nd Edition) by Herbert Arkin.];

2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

3. Review of reports and files;

4. Validated complaints from DPSS districts and/or administrative staff, WFP&I and other agencies and County departments with whom Contractor has a relationship;

5. Vendor complaints and/or On-site surveillance.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR may be required to respond to a Contract Discrepancy Report (CDR) as follows:

1. Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the

Contract Manager. The CCA will determine whether a CDR (*Attachment A, Technical Exhibit 5*) will be issued.

2. If a CDR is issued, it will be mailed or hand carried, at CCA's discretion, to the Contract Manager or alternate.

3. Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.

4. The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by Contractor, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about Contractor performance for the whole group. The random sampling plan includes the following information:

- *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract standard for satisfactory performance;

- Lot Size - the total number of units or services to be provided in a given time period;

- Sample Size - the number of units to be checked in a given time period; and

- Acceptance/Rejection Numbers - the numbers, which indicate whether the lot is acceptable or unacceptable.

The *AQL* for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample. The *Unsatisfactory Performance Indicator (UPI)* points assessed from

the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an *AQL* of 10%, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory.

For example, if 5 points per incident are to be assessed, the following formula is used:

- 12 ÷ 100 (sample size) = 12%
- 12% - 10% = 2% over the *AQL*
- 12% x 1000 (lot size) = 120 (# of unacceptable discrepancies)
- 120 x 5 (*UPI* Points) =600

When services are determined to be unsatisfactorily performed in the time stipulated, County may still desire the service properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, Contractor must, within a time period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

2. Assess deductions in the amount of ten dollars **($10.00)** per point for each Unsatisfactory Performance Indicator point exceeding **50** points during each month of the contract. Ten points per day for failure to comply with timely submission of CCA request.

3. Suspend or cancel the contract for systematic, deliberate misrepresentations or should the total *UPI* points exceed 50 points in one calendar month.

This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Subsection 8.45, Termination for Convenience of County, herein above. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor’s failure to perform said service(s), as determined by County, shall be credited to County on Contractor’s future invoice.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Attachment A, Section 6.0 Quality Control	Contractor provides QC Plan and any subsequent revisions upon CCA request Contractor maintains QC review records and provides upon CCA request	QC Plan received by CCA within 10 business days of contract start-up. Revised QC plans received by CCA within 10 business days of request by CCA File of QC review records maintained	0.0% 0.0%	Review of plan and revised plans Periodic review of records	50 points per day late 5 points per item deficient 50 points per incident
Subsection 8.7. - Compliance with Laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees	0.0%	User complaint and/or on-site investigation	100 points per incident
Attachment A, Section 4.0 Other Contractor Personnel	Sufficient staff recruited/selected/hired by contract start up/ongoing, and meet minimum requirements	Staff meet minimum requirements as provided to CCA and listed in Technical Exhibit 1	0.0%	User complaint	50 points for each unqualified employee or each incomplete questionnaire
Subsection 7.5 Confidentiality	Employee Acknowledgment & Confidentiality Agreement signed by the employee	Copy of agreement in contractor files. No unauthorized release of information	0.0%	Random sample Review of confidentiality form User complaint	50 points per error
Subsection 5.5.4 - Contractor Payment	Invoice submitted	Accurate Invoice received by the 15th of the month following the report month	0.0%	Review of Invoice	20 points per each day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Subsection 8.12 - Consideration to Hire GAIN/GROW Participants	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor Provide a contact for County to refer participants	0.0%	Periodic review of records	10 points for each failure to comply with CCA requests
Attachment A, Section 2.0 Key Contractor Personnel	Provide at contract start-up, the name of Contract Manager and Alternate	Contract Manager and Alternate's name received by CCA	0.0%	Notification by U.S. mail, e-mail, or telephone	25 points per day for late notification
Attachment A, Section 9.1	Provide staff as required.	Provide the qualified secretaries, clerks or other staff requested, within 24-hours, 8 hours for an emergent request	0.0%	Periodic review of records.	10 points for each failure to comply.
Subsection 8.6 - Complaints	Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints	Submit within 15 business days after contract effective date policy on complaints Provide updates to plans on a timely basis Notify CCA of status on investigations within 5 days of receiving complaints Provide CCA copies of all responses to complaints within 3 business days	0.0%	Periodic review of records	10 points for each substantiated complaint

TECHNICAL EXHIBIT 5

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS:_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTION:

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

ATTACHMENT B

PRICING SCHEDULE

DEPARTMENT OF PUBLIC SOCIAL SERVICES

TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRICING SCHEDULE

Job Classification	Hourly Rate
Intermediate Clerk	$11.60
Intermediate Typist Clerk	$13.05
Secretary II	$16.80
Clerk- Heavy Lifting	$14.50

_____ _____

Signature of Authorized Agent Date

_____

Name and Title of Signer

_____

Company Name

BUDGET SHEET

Position	Employee Hourly Wage	Other Costs	Profit	Total Hourly Cost
Intermediate Clerk	$8.00	$2.99	$0.61	$ 11.60
Intermediate Typist Clerk	$9.00	$3.16	$0.89	$ 13.05
Secretary II	$12.00	$3.68	$1.12	$16.80
Clerk - Heavy Lifting	$10.00	$3.33	$1.17	$14.50

ATTACHMENT C

CIVIL RIGHTS RESOLUTION AGREEMENT

CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES

We, Select Staffing, agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Select Staffing, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, Select Staffing agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Select Staffing, agrees to comply with the requirements of the Resolution Agreement and Select Staffing understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, Select Staffing, agree to the aforementioned.

_____ _____

Director's Signature (Contractor) Date

_____

Contractor's Address

Attachment CR-1

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT D

PRESENTATIONS AND CERTIFICATIONS

DEPARTMENT OF PUBLIC SOCIAL SERICES
TEMPORARY SECRETARIAL/CLERICAL SUPPORT

PRESENTATIONS AND CERTIFICATIONS

A. By submission of this Bid, Bidder certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the CONTRACTOR.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the CONTRACTOR will be required to warrant that they are authorized to bind the CONTRACTOR.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

_____

NAME OF FIRM

_____

Print Name of Signer | Title

_____

Signature | Date

ATTACHMENT E

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTORS NONDISCRIMINATION
IN SERVICES CERTIFICATION

_____ _____
Bidder's/Offeror's Name

_____ _____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977 and the American With Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

		(Circle One)	
1.	CONTRACTOR's has a written policy statement prohibiting discrimination in providing services and benefits.	Yes	No
2.	CONTRACTOR periodically monitors the equal provision of services and benefits to ensure nondiscrimination.	Yes	No
3.	Where problem areas are identified in the equal provision of services and benefits, the CONTRACTOR has a system for taking reasonable corrective action within a specified period of time.	Yes	No

_____
Name and Title of Signer

_____
Signature Date

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

ATTACHMENT G

CONTRACTOR EMPLOYEE JURY SERVICE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

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.

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.

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.

2.203.090. Severability.

If a court of competent jurisdiction finds any provision of this chapter invalid, the remaining provisions shall remain in full force and effect.

ATTACHMENT H

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE

CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

ATTACHMENT I

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

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

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Contractor's Name

_____
Contractor's Official Title

_____
Official's Signature

ATTACHMENT J

INTERNAL REVENUE SERVICE

EARNED INCOME CREDIT NOTICE

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4,** Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2,** Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B.**
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797,** Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

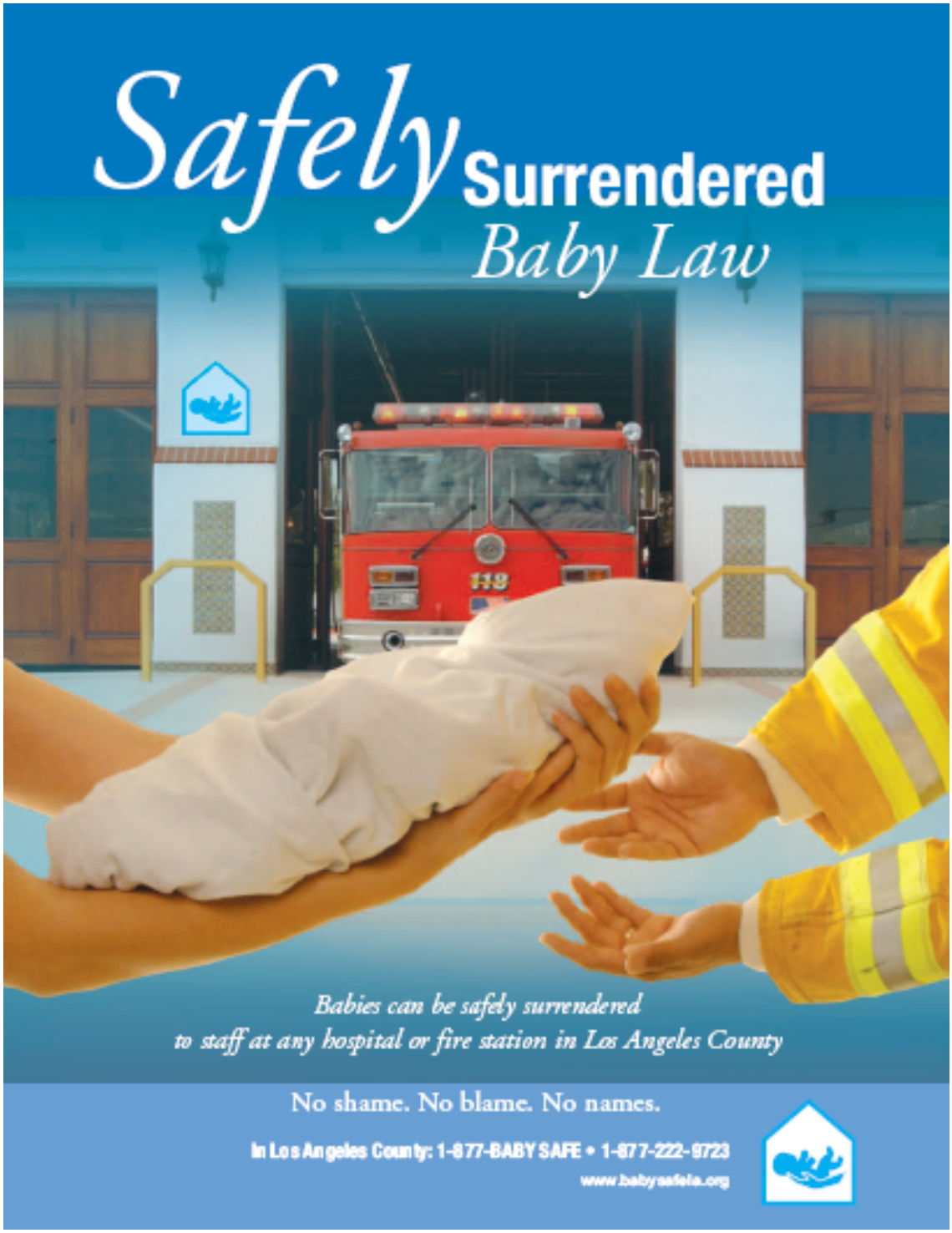
Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

ATTACHMENT K

SAFELY SURRENDERED BABY LAW


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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