County of Los Angeles Public Library
7400 East Imperial Hwy., P.O. Box 7011, Downey, CA 90241-7011
(562) 940-8461, TELEFAX (562) 803-3032

Library

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

October 21, 2008

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

Dear Supervisors:

RATIFICATION OF RETROACTIVE PAYMENTS FOR SERVICES; APPROVAL OF NEW AGREEMENTS AND AUTHORIZATION OF DELEGATED AUTHORITY TO RENEW CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Recommendation to approve replacement contracts for three agreements that lapsed due to a retroactive contract condition and ratify payments made by the Department during the retroactive period.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Ratify retroactive payments by the Public Library in the amounts of $32,499.07 to AppleOne Employment Services for the period January 1 to June 30, 2008, and $41,311.18 to Helpmates Staffing Services for the period January 1 to June 30, 2008.

2. Approve and instruct the Chair to sign the attached agreements with AppleOne Employment Services, Helpmates Staffing Services, and Ladera Career Paths, Inc. at an estimated annual cost of $400,000 for the provision of temporary personnel services for the period January 1 to December 31, 2008 with a one-year renewal option and month-to-month extensions, not to exceed a total of six (6) months.

3. Authorize the County Librarian to exercise the renewal option and month-to-month extensions not to exceed six months under the terms of the agreements at her sole discretion and to increase expenditures, not to exceed twenty percent (20%) of the estimated annual cost for a particular contract year based on an increase in unanticipated work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommendations will ratify previous payments made by the Public Library for services provided under two retroactive contracts. The recommendations will also authorize replacement agreements to allow the Public Library to continue providing temporary personnel support services on an as-needed basis in order to meet peak and critical workload demands, provide coverage during sick leaves and family leaves, and assist in special projects and during emergencies.

The Board previously approved agreements with AppleOne Employment Services, Helpmates Staffing Services, and Ladera Career Paths for the provision of temporary personnel services to the Public Library for a term of two years, with two one-year renewal options and month-to-month extensions, not to exceed a total of six months. The Board also authorized the County Librarian to exercise the renewal options and month-to-month extensions under the terms of the agreements, and to increase expenditures, not to exceed twenty percent of the estimated annual cost for a particular contract year based on an increase in unanticipated work. The two-year base term for the agreements was January 1, 2006 to December 31, 2007. The first renewal option year began January 1, 2008.

Due to clerical error, the Public Library's contracting staff incorrectly listed the contracts as having terms of three base years, plus two one-year renewal options. This error resulted in the continuation of services after December 31, 2007 without the formal amendment of the agreements to implement the first renewal option year on January 1, 2008 under the delegated authority approved by the Board. Consequently the services obtained from two of the three contractors for the period January 1 to June 30, 2008 were not properly authorized in accordance with the terms and conditions of the agreements. No services were obtained during this period from the third contractor. The staff also incorrectly entered information in e-CAPS for the estimated expenditures in the third year of the contract without the required contract amendment in place for the first renewal option year.

Therefore, invoices were processed and paid for the services provided during the retroactive period as follows: $32,499.07 to AppleOne Employment Services for the period January 1 to June 30, 2008, and $41,311.18 to Helpmates Staffing Services for the period January 1 to June 30, 2008.

Retroactive Contracts Review Committee

The Chief Executive Office has established a three-member Retroactive Contract Review Committee (RCRC), consisting of staff from the CEO, serving as chair, the Auditor-Controller and the Internal Services Department. The role of the RCRC is to review all retroactive requests, including the corrective action plans, prior to their submission to the Board. The RCRC reviewed and discussed the retroactive contracts with the Public Library and has approved this submission to the Board.

A Corrective Action Plan was developed by the Department to prevent recurrence of these errors. The Department has implemented improved management controls and revised work procedures under the Corrective Action Plan. These include:

- cross-checking by supervisors and managers of all changes in internal contract management worksheets to verify that all entries and dates are correct;
- revising the work time to begin implementation of option year renewals from 30 days to 60 days before the expiration date;
- independent verification by fiscal staff of contract status and eCAPS entries before approval of contract encumbrances and payments;
- additional training for contracting and fiscal staff; and
- written procedures for the revised work process that is signed by each employee.

The Corrective Action Plan was reviewed with the RCRC and minor changes were incorporated in the plan as recommended by members of the Committee.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of Service Excellence (1), Organizational Effectiveness (3), and Fiscal Responsibility (4).

FISCAL IMPACT/FINANCING

We anticipate an average annual expenditure of approximately $400,000 based on projected usage of temporary contract personnel in prior fiscal years. The contract documents inform the contractors that the County guarantees no minimum usage of the agreement. The contracts do not include any cost-of-living increases.

The cost of services provided under these agreements will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 6, 2005 the Board approved agreements with AppleOne Employment Services, Helpmates Staffing Services, and Ladera Career Paths at an estimated annual cost of $400,000 for the provision of temporary personnel services to the Public Library for a term of two years, with two one-year renewal options and month-to-month extensions, not to exceed a total of six months. The Board also authorized the County Librarian to exercise the renewal options and month-to-month extensions under the terms of the agreements, and to increase expenditures, not to exceed twenty percent of the estimated annual cost for a particular contract year based on an increase in unanticipated work. The Board's approval of those contracts followed a competitive bid process and award to the highest rated responsive contractors.

Board approval of the recommendations will authorize replacement agreements with the same three contractors for the remaining term of the original contracts and under the same terms and conditions as approved by the Board on December 6, 2005. Following Board approval of the replacement agreements, the Department will continue to obtain temporary personnel services from these contractors on an as-needed basis for the balance of 2008. We also plan to execute the remaining renewal option year for 2009.

The replacement agreements have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

The Department needs to retain the ability to obtain temporary personnel to meet critical short-term needs, to meet intermittent peak workload demands. Approval of the recommendations will allow the Department to continue meeting that need.

CONCLUSION

Please return a conformed copy of the adopted stamped Board Letter and the agreements to the Public Library and Office of the County Counsel. In addition, please return two fully conformed copies of the agreements with original signatures to the Public Library.

Respectfully submitted,

Margaret Donnellan Todd

MARGARET DONNELLAN TODD
County Librarian

MDT:DF:bf

Attachments (3)

c: Chief Executive Officer
County Counsel
Auditor-Controller

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR

TEMPORARY PERSONNEL SERVICES

CONTRACT PROVISIONS
TEMPORARY PERSONNEL SERVICES
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CONTRACT

CONTRACT BETWEEN

COUNTY OF LOS ANGELES
AND
APPLEONE EMPLOYMENT SERVICES
FOR
TEMPORARY PERSONNEL SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as County and **AppleOne Employment Services**, hereinafter referred to as Contractor. **AppleOne Employment Services** is located at **990 Knox Street, Torrance, CA 90502**.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

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

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1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N 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 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Intentionally Omitted – Not Applicable to this contract

1.3 EXHIBIT C - Contractor's Proposed Hourly Bill Rates

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Intentionally Omitted – Not Applicable to this contract

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1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Intentionally Omitted – Not Applicable to this contract

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1.12 EXHIBIT L - Intentionally Omitted – Not Applicable to this contract

1.13 EXHIBIT M - Intentionally Omitted – Not Applicable to this contract

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.14 EXHIBIT N - Contractor's Obligation Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 9.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract: 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.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.5 County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

2.7 Day(s): Business day(s) unless otherwise specified.

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

2.9 County Librarian: Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

2.10 County: County of Los Angeles

2.11 County of Los Angeles Public Library: Department

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for **one (1)** year commencing on **January 1, 2008**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend the Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions, for a maximum total Contract term of **two (2)** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian who has the delegated authority to extend the term on a month-to-month extension not to exceed a total of six (6) months at end of term or option years. Current rates, terms, and conditions shall remain in effect.

4.3 Contractor shall notify County of Los Angeles Public Library 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 the County of Los Angeles Public Library at the address herein provided in *Exhibit E - County's Administration.*

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provisions of the Services specified herein accordance with Exhibit C,

"Contractor's Proposed Hourly Bill Rates." The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Section 9.4, "Change Notices and Amendments," Subparagraph 9.4.2.

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

5.3 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.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the services, specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare monthly invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit C – Contractor's Proposed Hourly Bill Rates;* the Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County. If the County does not approve other services in writing no payment shall be due to the Contractor for that service.

5.4.2 Payment to the Contractor will be made in arrears on a monthly basis by County for services performed provided the Contractor is not in default under any provisions of the contract.

5.4.3 Contractor's invoices shall include the following information; employee's name, job classification, hours and dates worked assignment location for which payment is claimed.

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

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than forty-five (45) business days from receipt of properly prepared invoices by the County.

6.0 CONTRACTOR'S PROPOSED HOURLY BILL RATES

All Contractors shall submit a firm fixed hourly bill rate (Exhibit 1 – Required Forms) for each job classification described herein Exhibit A – Statement of Work.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

7.1 County's Project Director

Responsibilities of the County's Project Director 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 9.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.3 County's Contract Project Monitor

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 Contractor's Project Manager

8.1.1 Contractor shall provide a full-time Project Manager as designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. The Contractor's Project Manager shall act as central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management of work requirements similar in size and complexity as this contract.

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

8.1.3 Contractor's Project Manager shall be able to effectively communicate in the English language both orally and in writing.

8.2 Approval of Contractor's Staff

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

8.3 Contractor's Staff Identification

8.3.1 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 the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the 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.

8.3.2 Contractor shall notify the 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 photo identification badge. If an ID badge was issued by the County, the County badge must be removed from employee and returned to the County at the time of removal from the County Contract.

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

8.4 Employee Criminal Records

No personnel employed by Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County of Los Angeles Public Library.

8.5 Background and Security Investigations

8.5.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the 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, which may include but not be limited to fingerprinting. 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.

8.5.2 County may request that Contractor's staff be immediately removed from working on the 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 the County conducted background clearance.

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

8.5.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.5, shall not relieve Contractor of its obligation to complete services in accordance with the terms and conditions of this Contract.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The 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 County Librarian. Any unapproved assignment or delegation shall be null and void. Any payments by the County of Los Angeles Public Library to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Library's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County of Los Angeles Public Library's express prior written approval, may result in the

termination of this Contract.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CHANGE NOTICES AND AMENDMENTS

9.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, hourly bill rates or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Librarian.

9.4.2 For any change which affects the scope of work, term, hourly bill rates, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Board of Supervisors, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in 5.0 Contract Sum, not to exceed twenty percent (20%) of the total contract sum for a particular

contract year based on unanticipated increase in needed services. Any such changes shall be in writing and signed by the County Librarian and Contractor.

9.4.3 The 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. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian.

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

9.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

9.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager 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 the County's Project Manager within three (3) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 The 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.

9.6.2 The Contractor shall indemnify and hold harmless the 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 the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 Jury Service Program:

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

9.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the 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.

3. 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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.

4. 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.

9.9 CONFLICT OF INTEREST

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

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

provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.12.1 Responsible Contractor

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

9.12.2 Chapter 2.202 of the County Code

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

9.12.3 Non-responsible Contractor

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

9.12.4 Contractor Hearing Board

9.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

9.12.4.3 If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The

County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

9.12.4.4 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

9.12.4.5 The Contractor Hearing Board's proposed decision shall contain a recommendation on the

request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

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

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS

9.16.1 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.

9.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 9.4, 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.

9.19 FAIR LABOR STANDARDS

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

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment

of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the 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 the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the 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 insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to

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

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the 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 Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.23.5 Compensation for County Costs: In the event that the 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 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

9.24.2 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".

9.24.3 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 the Contractor is responsible. If the 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 the 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

9.24.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $1 million aggregated. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.25 LIQUIDATED DAMAGES

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

9.25.2 If the County Librarian determines that there are deficiencies in the performance of this Contract that the County Librarian deems are correctable by the Contractor over a certain time

span, the County Librarian will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.25.3 The action noted in Sub-paragraph 9.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract

provided by law or as specified in the PRS or Sub-paragraph 9.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.26 MOST FAVORED PUBLIC ENTITY

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

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

9.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

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

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

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

9.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Sub-paragraph 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.28 NON EXCLUSIVITY

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

9.29 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.

9.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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

9.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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.

9.33 NOTICES

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

9.33.2 Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any notice made hereunder shall also be transmitted via authentication facsimile machine (herein after referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business days shall be deemed received at 8:00 a.m. the following business day.

9.33.3 Either party may change the party who is designated to receive notices, by giving either party a ten (10) days' prior written notice thereof to the other party.

9.33.4 The County Librarian shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.35 PUBLIC RECORDS ACT

9.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 9.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.36 PUBLICITY

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

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

9.36.2 The 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 9.36 shall apply.

9.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

9.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.37 shall constitute a

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

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

9.38 RECYCLED BOND PAPER

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

9.39 SUBCONTRACTING

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

9.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

9.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

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

9.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

9.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of

insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 9.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE

9.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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.

9.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

9.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 9.37, Record Retention & Inspection/Audit Settlement.

9.42 TERMINATION FOR DEFAULT

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 9.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County,

as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 9.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 9.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 9.42, or that the default was excusable under the provisions of Sub-paragraph 9.42.3, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.41 - Termination for Convenience.

9.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 9.42.2, be entitled to liquidated damages from the 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 the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the County of Los Angeles Public Library, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 9.22 - Indemnification.

9.42.6 The rights and remedies of the County provided in this Sub-paragraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

9.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Sub-paragraph 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract,

then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.47 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.

9.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 9.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.49 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protested Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations Under HIPAA.*

11.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

11.2 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 or retain certification as a Local Small Business Enterprise.

11.3 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.

11.4 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 which 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 the 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 subdivision (1), 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.

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

CONTRACTOR: **AppleOne Employment Services**.

By _____

Name: ~~Marc Goldman~~ RICHARD WILKE

Title: Vice President

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____

Brandon Nichols
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

TEMPORARY PERSONNEL SERVICES

STATEMENT OF WORK (SOW)
TEMPORARY PERSONNEL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide experienced personnel on an as-needed basis for the County of Los Angeles Public Library to perform the duties delineated herein. The majority of the work assignments will be at Library Headquarters located in Downey. However, it is helpful if the selected Contractor(s) is able to fill requests to staff other areas throughout the County of Los Angeles.

1.1 The nine (9) principal job classifications needed are account clerk I, account clerk II, account technician I, intermediate typist clerk, procurement assistant, receptionist, senior typist clerk, secretary, and warehouse worker. Other job classifications could be required from time-to-time in **1)** higher level job classifications with duties comparable to those in the principal job classifications (for example: senior word processor, executive secretary, etc., **2)** job classifications in other occupational categories such as programmer analysts and general laborers.

1.2 The Contract is to provide personnel on an as-needed basis, for any temporary situations and is not an exclusive contract. Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary personnel services not to exceed a maximum of ninety (90) business days or 720 hours whichever, comes first. County reserves the right to contract with other entities for the same or similar services.

1.3 Contractor shall provide experienced personnel on an as-needed basis to perform the duties described herein.

1.4 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the contract is in effect, contingent upon the Library's adopted budget and needs.

2.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

The County shall have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from the County. A telephone notification by the County shall be made for services needing immediate attention.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review. The plan shall include, but may not be limited to the following:

3.1 Specific activities to be monitored such as: experience and performance of temporary personnel;

3.2 Methods of monitoring to be used;

3.3 Frequency of monitoring;

3.4 Sample of forms to be used in monitoring; and

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall meet with County as needed to monitor the successful progress of the contract.

4.2 Contract Discrepancy Report (Technical Exhibit 1)

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Director within ten (10) workdays.

4.3 County Observations

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

5.0 DEFINITIONS

The headings herein contained are repeated here 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.

5.1 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.

5.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

5.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

5.5 County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

5.6 County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

5.7 Day(s): Business day(s) unless otherwise specified.

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

5.9 County Librarian: Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

5.10 County: County of Los Angeles

5.11 County of Los Angeles Public Library: Department

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section 7.0 Administration of Contract. Specific duties will include:

6.1.1 Monitoring the quality and performance of personnel being provided by Contractor for the duration of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternated. Prior to contract start-up, Contractor will provide the name, address and telephone numbers of the Contractor's Project Manager and alternate who will act as liaison with the County's

Project Manager and be responsible for administering the contract and who will have the authority to act for the Contractor on ongoing operations.

6.2.2 The Contractor's Project Manager/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 Contractor's Project Manager or alternate may be reached by the County's Project Manager after normal business hours in case of emergencies.

6.2.3 Project Manager/Alternate shall act as central point of contact with the County's Project Manager shall demonstrate previous experience in the management of contracts similar in complexity.

6.2.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate in English, both orally and in writing.

6.2.5 Project Manager/Alternate shall provide qualified staff on an as needed basis to any of the 84 locations within the County of Los Angeles Public Library System and Library Headquarters.

6.3 PERSONNEL

6.3.1 Contractor is responsible for ensuring that its employees and the Temporary Personnel provided have the necessary skills, competence and expertise to fully and completely perform the specialized services called for in the contract.

6.3.2 All personnel provided shall undergo a criminal background check, prior to job placement.

6.3.3 All personnel provided by Contractor shall present a neat business like appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.

6.3.4 All personnel provided by the Contractor must be able to read, write, speak and understand English.

6.4 TRAINING

The contractor is responsible for providing training and supervising the temporary personnel assigned to perform services under this Contract.

6.5 SALARIES

The Contractor will be solely responsible for providing to its employees all legally required employee benefits. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.6 IDENTIFICATION BADGE

Contractor shall require every on-duty employee to wear a visible photo identification badge identifying employee by name and physical description. Such badge shall be displayed on Contracted employee's person at all times he/she is on County designated property. In the event that the County decides to issue a Temporary Library I.D. badge to a Contractor's employee, the contractor will be responsible for retrieving and returning the temporary I.D. badge to the County of Los Angeles Public Library, if for any reason the employee's services are no longer needed and employee fails to return his/her I.D. badge to the Library Department.

6.7 BACKGROUND SECURITY

County requires every employee to pass a criminal background check, as a condition of employment. Background check results should be completed before the individual is placed into the assignment.

6.8 CONTRACTOR'S OFFICE

Contractor shall maintain an office with their telephone number listed in the telephone directory in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received within one (1) business day.

7.0 HOURS/DAYS OF WORK

Contract personnel may be assigned work shifts between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and possibly some Saturdays based on work assignment. Contractor is not required to provide services on County – recognized holidays. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

9.1 County will submit a request for temporary personnel services via fax, phone or e-mail with the following job description information; job title, duties, location, duration of assignment and bill rate.

9.2 Upon receipt of request, contractor is to provide resumes for potential temporary personnel. In addition, the candidate is to complete a Job Applicant Information Sheet (Attachment II) for review by the County within twenty-four (24) hours after receipt of County's request. If the Contractor is unable to provide resumes for review within twenty-four (24) hours, the County reserves the right to cancel the request and purchase the services from other sources.

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

10.1 Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this Contract when requested to do so by the County's Project Manager.

10.2. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory, shall immediately be removed from servicing the Contract.

Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in Section 9.39 of the Contract are met.

11.0 MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the nine (9) principal job Classifications to base your hourly bill rate upon:

11.1 ACCOUNT CLERK I

One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment.

11.2 ACCOUNT CLERK II

One year's accounting clerical experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports.

11.3 ACCOUNT TECHINICIAN I

Accounting Education: Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education – OR- Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum prescribed by the school of records.

Experience: One year accounting clerical experience.

11.4 INTERMEDIATE TYPIST CLERK

One year's office clerical experience – OR- A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college. Must be proficient in using a facsimile and photocopy machine; have experience using a computer, and be proficient in at least one computer software application, such as Microsoft Word and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation.

11.5 PROCURMENT ASSISTANT

One year's experience in procurement, storekeeping or related activities at the level of County classification Procurement Aid. Must be able to canvass vendors to locate items which are out of production or are in short supply; obtaining prices, discounts, and delivery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

11.6 RECEPTIONIST

One year of office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiple telephone lines and take messages accurately, interact with the public and staff by telephone and in person give accurate and complete information; use good customer service skills.

11.7 SENIOR TYPIST CLERK

Three year's office clerical experience, one year of which must have been at the level of County classification Intermediate Typist Clerk. Must be able to type at the rate of 40 net words per minute; be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in at least two computer software applications, such as Microsoft Word, and Microsoft Excel (Windows 2000), ability to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format.

11.8 SECRETARY

Two year's secretarial experience. Must be able to type 40 net words per minute; use a computer and be proficient in at least two computer software

applications, such as Microsoft Word, Microsoft Excel or Access; able to screen office and telephone calls; schedule appointments and arrange conferences and meetings; compose announcements, memos and letters; prepare drafts and final versions of memos, letters, notices and bulletins; attend meetings and record minutes.

11.9 WAREHOUSE WORKER

Six months experience in receiving, storing, issuing, shipping, or inventorying supplies, equipment or property. Ability to operate fork lift and other material handling equipment.

12.0 ASSIGNMENT OF UNQUALIFIED PERSONNEL

In the event the personnel provided by the contractor is unable to perform the duties specified in Section 9.0, Temporary Personnel Request, Contractor shall remove the employee within twenty-four (24) hours, and provide County with a qualified replacement employee. Contractor shall not charge the County for the services of any unqualified employee's services.

13.0 SPECIFIC WORK REQUIREMENTS

13.1 Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.

13.2 The Contractor is expected to provide efficient and experienced Personnel.

13.3 Contractor shall be responsible for providing all legally required employee benefits to staff provided to the County on behalf of Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.

13.4 Contractor has the responsibility of his employee's transportation to and from the work site(s). County will not reimburse Contract personnel for travel time, in time or money.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Appendix C, Technical Exhibit 2, is a monitoring tool that will be used by the County during the term of the contract. The purpose of the PRS is to:

- List the required services which will be monitored by the County during the term of this Contract
- Identify the performance standards for satisfactory performance.
- Explains the quality monitoring method the County will use to evaluate the Contractor's performance in meeting the Contract requirements.
- Indicate the monetary deduction for services that are unsatisfactory to the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Monetary assessment imposed on Contractor by the County Contract Project Manager for documented contract discrepancies shall be increased twice the amount based on the deduction/fees to be assessed in the PRS in the event the same contract discrepancy occurs a second time or more.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 9.0, Terms and Conditions, Sub-paragraph 9.41, Termination for Convenience.

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COUNTY OF LOS ANGELES PUBLIC LIBRARY LOCATIONS

NORTH COUNTY REGION

AGOURA HILLS 116
29901 Ladyface Court
Agoura Hills, CA 91301
(818) 889-2278

CANYON COUNTY JOANNE DARCY 112
18601 Soledad Canyon Rd.
Santa Clarita, CA 91351
(661) 251-2720

LA CANADA FLINTRIDGE 114
4545 N. Oakwood Ave.
La Canada Flintridge, CA 91011
(818) 790-3330

LA CRESCENTA 115
4521 La Crescenta Ave.
La Crescenta, CA 91214
(818) 248-5313

LAKE LOS ANGELES 106
16921 East Avenue O, #A
Palmdale, CA 93591
(661) 264-0593

LANCASTER 101
601 West Lancaster Blvd.
Lancaster, CA 93543
(661) 948-5029

LITTLEROCK 103
35119 80th Street East
Littlerock, CA 93543
(661) 944-4138

MALIBU 117
23519 West Civic Center Way
Malibu, CA 90265
(310) 456-6438

NEWHALL 104
22704 West Ninth Street
Newhall, CA 91321
(805) 259-0750

QUARTZ HILL 110
42018 N. 50th Street West
Quartz Hill, CA 93536
(661) 943-2454

SAN FERNANDO 107
217 North Maclay Ave.
San Fernando, CA 91340
(818) 365-6928

VALENCIA 113
23743 West Valencia Blvd.
Santa Clarita, CA 91355
(661) 259-8942

WESTLAKE VILLAGE 118
31220 West Oak Crest Dr.
Westlake Village, CA 91361
(818) 865-9230

LIBRARY HEADQUARTERS

County of Los Angeles Public Library
Headquarters
7400 East Imperial Highway
Downey, CA 90241

WEST COUNTY REGION

AVALON 322
215 Sumner Ave.
P.O. Box 585
Avalon, CA 90704
(310) 510-1050

CARSON 301
151 East Carson Street
Carson, CA 90745
(310) 830-0901

CULVER CITY JULIAN DIXON 330
4975 Overland Ave.
Culver City, CA 90230
(310) 559-1676

GARDENA MAYME DEAR 313
1731 W. Gardena Blvd.
Gardena, CA 90247
(310) 323-6363

HAWTHORNE 331
12700 S. Grevillea Ave.
Hawthorne, CA 90250
(310) 679-8193

HERMOSA BEACH 314
550 Pier Ave.
Hermosa Beach, CA 90254
(310) 379-8475

LAWNDALE 316
14615 Burin Ave.
Lawndale, CA 90260
(310) 676-0177

LENNOX 333
4359 Lennox Blvd.
Lennox, CA 90304
(310) 674-0385

LLOYD TABER-MARINA DEL REY 334
4533 Admiralty Way
Marina del Rey, CA 90292
(310) 821-3415

LOMITA 317
24200 Narbonne Ave.
Lomita, CA 90717
(310) 539-4515

MANHATTAN BEACH 318
1320 Highland Ave.
Manhattan Beach, CA 90266
(310) 545-8595

MASAO W. SATOW 320
14433 S. Crenshaw Blvd.
Gardena, CA 90249
(310) 679-0638

VICTORIA PARK 321
17906 S. Avalon Blvd.
Carson, CA 90746
(310) 327-4830

VIEW PARK 336
3854 w. 54TH Street
Los Angeles, CA 90043
(323) 293-5371

WEST HOLLYWOOD 335
715 N. San Vicente Blvd.
West Hollywood, CA 90069
(310) 652-5340

WISEBURN 337
5335 w. 135TH Street
Hawthorne, CA 90250
(310) 643-8880

WOODCREST 338
1340 W. 160TH St.
Los Angeles, CA 90044
(323) 757-9373

SOUTH COUNTY REGION

ALONDRA 516
11949 Alondra Blvd.
Norwalk, CA 90650
(562) 868-7771

ANGELO M. IACOBONI 509
4990 Clark Ave.
Lakewood, CA 90712
(562) 866-1777

ARTESIA 503
18722 S. Clarkdale Ave.
Artesia, CA 90701
(562) 865-6614

A C BILBREW 530
150 E. El Segundo Blvd.
Los Angeles, CA 90061
(310) 538-3350

CLIFTON M. BRAKENSIEK 505
9945 E. Flower St.
Bellflower, CA 90706
(562) 925-5543

COMPTON 531
240 W. Compton Blvd.
Compton, CA 90220
(310) 637-0202

EAST RANCHO DOMINGUEZ 532
4205 E. Compton Blvd.
Rancho East Dominguez, CA 90221
(310) 632-6193

FLORENCE 533
1610 E. Florence Ave.
Los Angeles, CA 90001
(323) 581-8028

GEORGE NYE JR. 515
6600 Del Amo Blvd.
Lakewood, CA 90713
(562) 421-8497

GRAHAM 534
1900 E. Firestone Blvd.
Los Angeles, CA 90001
(323) 582-2903

HAWAIIAN GARDENS 507
12100 E. Carson St., #E
Hawaiian Gardens, CA 90716
(562) 496-1212

HOLLYDALE 517
12000 S. Garfield Ave.
South Gate, CA 90280
(562) 634-0156

LA MIRADA 508
13800 La Mirada Blvd.
La Mirada, CA 90638
(562) 943-0277

LELAND R. WEAVER 523
4035 Tweedy Blvd.
South Gate, CA 90280
(323) 567-8853

LYNWOOD 519
11320 Bullis Rd.
Lynwood, CA 90262
(310) 635-7121

NORWALK 501
12350 Imperial Hwy.
Norwalk, CA 90650
(562) 868-0775

PARAMOUNT 511
16254 Colorado Ave.
Paramount, CA 90723
(562) 630-3171

SOUTH WHITTIER 514
14433 Leffingwell Rd.
Whittier, CA 90640
(323) 564-5698

WILLOBROOK 535
11838 Wilmington Ave.
Los Angeles, CA 90059
(323) 564-5698

CENTRAL COUNTY REGION

ANTHONY QUINN 604
3965 Cesar E. Chavez Ave.
Los Angeles, CA 90063
(323) 264-7715

BELL 630
4411 E. Gage Ave.
Bell, CA 90201
(323) 560-2149

BELL GARDENS 631
7110 S. Garfield Ave.
Bell Gardens, CA 90201
(526) 927-1309

CHET HOLIFIELD 616
1060 S. Greenwood Ave.
Montebello, CA 90640
(323) 728-0421

CITY TERRACE 610
4025 E. City Terrace Dr.
Los Angeles, CA 90063
(323) 261-0295

CUDAHY 632
5218 Santa Ana St.
Cudahy, CA 90201
(323) 771-1345

EAST LOS ANGELES 605
4837 E. 3rd St.
Los Angeles, CA 90022
(323) 264-0155

EL CAMINO REAL 609
4264 E. Whittier Blvd.
Los Angeles, CA 90023
(323) 269-8102

HUNTINGTON PARK 633
6518 Miles Ave.
Huntington Park, CA 90255
(323) 583-1461

LOS NIETOS 634
11644 E. Slauson Ave.
Whittier, CA 90606
(562) 695-0708

MAYWOOD 635
4323 E. Slauson Ave.
Maywood, CA 90270
(323) 771-8600

MONTEBELLO 601
1550 W. Beverly Blvd.
Montebello, CA 90640
(323) 722-6551

PICO RIVERA 636
9001 Mines Ave.
Pico Rivera, CA 90060
(562) 949-5485

RIVERA 637
7828 S. Serapis Ave.
Pico Rivera, CA 90660
(562) 949-5485

ROSEMEAD 624
8800 Valley Blvd.
Rosemead, CA 91770
(626) 573-5220

SAN GABRIEL 625
500 S. Del Mar Ave.
San Gabriel, CA 91776
(626) 287-0761

SORENSEN 638
11405 E. Rose Hedge Dr.
Whittier, CA 90606
(562) 695-3979

TEMPLE CITY 628
5939 Golden West Ave.
Temple City, CA 91780
(626) 285-2136

EAST COUNTY REGION

BALDWIN PARK 803
4181 Baldwin Park Blvd.
Baldwin Park, CA 91706
(626) 962-6947

CHARTER OAK 812
20540 "K" Arrow Highway
Covina, CA 91724
(626) 339-2151

CLAREMONT 804
208 N. Harvard Ave.
Claremont, CA 91711
(909) 621-4902

DIAMOND BAR 816
1061 S. Grand
Diamond Bar, CA 91765
(909) 861-4978

DUARTE 805
1301 Buena Vista Street
Duarte, CA 91010
(626) 358-1865

EL MONTE 830
3224 Tyler Ave.
El Monte, CA 91731
(626) 444-9506

HACIENDA HEIGHTS 815
16010 La Monde St.
Hacienda Heights, CA 91745
(626) 968-9356

LA PUENTE 806
15920 E. Central Ave.
La Puente, CA 91744
(626) 968-4613

LA VERNE 807
3640 "D" St.
La Verne, CA 91750
(909) 596-1934

LIVE OAK 831
4153-55 E. Live Oak Ave.
Arcadia, CA 91006
(626) 446-8803

NORWOOD 832
4550 N. Peck Rd.
El Monte, CA 91732
(626) 443-3147

ROWLAND HEIGHTS 817
1850 Nogales St.
Rowland Heights, CA 91748
(626) 9125348

SAN DIMAS 808
145 N. Walnut Ave.
San Dimas, CA 91773
(909) 599-6738

SOUTH EL MONTE 833
1430 N. Central Ave.
South El Monte, CA 91733
(626)443-4158

SUNKIST 810
840 N. Puente Ave.
La Puente, CA 91746
(626) 960-2707

WALNUT 809
21155 La Puente Rd.
Walnut, CA 91789
(909) 595-0757

WEST COVINA 801
1601 West Covina Parkway
West Covina, CA 91790
(626) 962-3541

ATTACHMENT II

COUNTY OF LOS ANGELES PUBLIC LIBRARY
JOB APPLICANT INFORMATION SHEET

Name _____ Soc. Sec. No. _____

Home Address _____
Street City Zip Code

Home Phone (___) _____ Work/Message Phone (___) _____

Position Applied For: _____ _____
Title Location

Instructions: This form is to be completed by candidates who are eligible for employment with the County of Los Angeles Public Library. It will be used as part of the job placement and selection interview process. If you have provided a resume, only complete those questions that request information that is not contained in your resume.

1. List any former names which you have used in employment _____

2. Are you a citizen of the United States of America? ☐ Yes ☐ No

   If No, can you show proof of government permission to work? ☐ Yes ☐ No

3. If you are fluent in any language in addition to English, please list.

	Speak	Read	Write
	(Please check if fluent)		
_____	____	____	____
_____	____	____	____

4. Do you possess any other special skills that may be helpful on the job, such as typing or computer skills? If so, please describe:

   _____

   _____

5. Do you have any relatives currently employed with our organization? If so, please complete:

Name	Relationship	Work Location

(Continued on reverse side)

Library

6. Education (Check one): ☐ High School Diploma ☐ G.E.D. Certificate

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

7. List your work and volunteer experience. If employed by the County of Los Angeles Public Library, include the position held and library/section:

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving

8. Have you ever been convicted of a misdemeanor or felony by a criminal or military court?
[ ] Yes [ ] No
A full disclosure by you is to your advantage and your record does not constitute an automatic bar from employment. Factors such as age at the time of offense(s), and recency of offense(s) will be taken into account, as well as the relationship between the offense(s) and the job for which you applied. **List all convictions. (Attach an additional sheet if necessary.) ANY CONVICTIONS OR COURT RECORDS WHICH ARE EXEMPTED BY A VALID COURT ORDER DO NOT HAVE TO BE INCLUDED.**

Offense	Date	Place/Court	Sentence/Fine

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature _____ Date _____

TECHNICAL EXHIBITS

TECHNICAL EXHIBITS
TEMPORARY PERSONNEL SERVICES

TABLE OF CONTENTS

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2	PERFORMANCE REQUIREMENTS SUMMARY CHART	2

TECHNICAL EXHIBT 1

CONTRACT DISCREPANCY REPORT
TEMPORARY PERSONNEL SERVICES

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TEMPORARY PERSONNEL SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE STANDARDS	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
CONTRACT, Section 8.0; Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Review of reports, availability and response to inquires	$100 per day when documentation not provided
CONTRACT, Section 9.37; Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Review of records and Inspection of files	$100 per occurrence
CONTRACT, Section 9.24; Insurance Coverage Requirements	Insurance coverage maintained as required	Receipt and review of Insurance and Documentation	$100 per day; Contract termination at Library's option
CONTRACT, Section 9.39; Subcontracting	Contract may not be subcontracted by contractor without the advanced approval of the County	Review of records, Inspection of files, and interview of employees	$500 per occurrence
SOW, Section 6.2; Responsibilities	County must have access to the Project Manger Monday thru Friday 8:00 a.m. – 5:00 p.m.	Non responsive to phone calls, fax or e-mails.	$250 per day, per occurrence
SOW, Section 12.0; Assignment of Unqualified Personnel	Contractor shall replace personnel within 24 hours.	Observation of personnel work product; User complaints	No payment for employee who fails to meet County requirements.
SOW, Section 9.0; Temporary Personnel Request	Contractor is to provide resumes and Job Applicant Information Sheet within 24 hours of receipt of request	Receipt of resume via fax or e-mail	$100 per request and/or cancellation of request for personnel.

INTENTIONALLY OMITTED – Not Applicable to this contract

EXHIBIT C

CONTRACTOR'S PROPOSED HOURLY BILL RATES

Job Descriptions	Hourly Bill Rates
Account Clerk I Serves as a clerical assistant to a higher level in-charge accounting position which has day-to-day responsibility for operation of the accounting system; does bookkeeping and associated financial-clerical work, spending a major portion of time performing a variety of tasks involved in maintaining the accounting records of a small general accounting system, or an accounts receivable, accounts payable or trust accounting system, and performs the work within a comprehensive established framework of procedures; such work involves (1) performing all of the following tasks: sorting, coding, verifying, and filing financial documents, posting by hand, machine or, through the initiation of computer input, to registers and subsidiary ledgers, and balancing to controlling accounts, and (2) performing at least some of the following: locating and tracing both posting and coding errors; listing errors and required adjustments; taking trial balances; assisting in the reconciling of accounts with the Auditor's abstract; compiling prescribed financial-statistical data and preparing highly standardized reports such as sales tax, mileage, and collection reports or other reports reflecting current account balances; and reconciling bank accounts affecting the balances of a large group of funds or revenue accounts and involving a large number of transactions. MINIMUM REQUIREMENTS: One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers -OR- One year's clerical experience in the maintenance of financial or statistical records involving the coding, recording, checking tabulations and computation of data and completion of a high school level course in bookkeeping or elementary accounting.	$ 12.88
Account Clerk II Serves as a clerical assistant to a higher level in-charge accounting position which has day-to-day responsibility for operation of the accounting system; does a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system or a combination of small scale appropriation or cost accounting and accounts receivable, accounts payable, or trust accounting systems; performs the work within an established framework of procedures; such work includes: the establishing and clearing of reserves; computing accrued expenses and revenues; distributing both direct and indirect costs to an established job or hospital cost accounting system; taking trial balances, reconciling accounts with the Auditor's abstract or a proof ledger including those instances where the cause of disagreements often is not obvious because of the volume and variety of transactions involved; reconciling bank accounts affecting the balances of a large group of funds or revenue accounts and involving a very large number of transactions; and compiling financial, statistical accounting, and operating reports including those in which data from several accounting periods must be compiled and the format or which is usually predetermined and standard but sometimes requires non-substantive internal rearrangement to exclude irrelevant data or highlight portions requiring substantial detail. MINIMUM REQUIREMENTS: One year's accounting clerical experience at the level of Account Clerk I.	$ 13.62

Account Technician Serves as control accountant and first assistant or technical generalist in an accounting unit where generally a higher level technical or professional accounting position has responsibility for supervision of the unit; in this capacity, has considerable independence in making most day-to-day technical decisions concerning the operation of a moderate scale accounting system or a segment of a larger accounting system which is at least of moderate scale and includes either cost accounting or a combination of appropriation and trust accounting, accounts receivable or accounts payable elements; such responsibility encompasses the full cycle of accounting activities ranging from setting up the books through trial balance, the making of adjustments and closing entries and preparation of reports. MINIMUM REQUIREMENTS: OPTION A: Accounting Education: Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education. Experience: One year's accounting clerical experience. OPTION B: Education: Graduation from an accredited junior college or two year business college with completion of the full accounting curriculum prescribed by the school of record.	$ 15.95
Intermediate Typist Clerk Performing skilled typing work an perform specialized clerical duties requiring a working knowledge of specialized subject matter and the specialized clerical functions involved and the use of initiative and judgment with procedural and policy limits. EXAMPLES OF DUTIES: Typewrites abstracts of judgment, executive notices, and similar documents requiring extreme accuracy or independent judgment in selecting materials. Typewrites complex charts, forms, statistical and similar documents from rough draft requiring skill in arranging tabular material, setting up forms and extreme accuracy in typing. Processes documents according to a predetermined but specialized procedure for such purposes as formulating property descriptions, and recording and indexing court papers, transcripts and legal process. Checks documents for completeness, accuracy, and compliance with legal and other requirements. Answers questions and gives information to the Public concerning such matters as regulations, procedures and the preparation and filing of legal forms, applications and permit requests; acts as special receptionist or counter clerk. In additions to other clerical related duties on an as needed basis. MINIMUM REQUIREMENTS: Six months office clerical experience involving typewriting in the County service or in districts under the jurisdiction of the County* -OR- One year's office clerical experience involving typewriting outside the County service -OR- A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college. Typewriting skill: Ability to type at the rate of 40 net words per minute.	$ 13.70

Procurement Assistant Performs a full range of journey-level functions in the regular and emergency procurement of supplies, equipment, and services for a County department. *EXAMPLES OF DUTIES:* Reviews requisitions for supplies, querying operating units regarding necessity for quantities requested. Canvasses vendors to locate items which are out of production or are in short supply, obtaining prices, discounts, and delivery dates using automated resources such as personal computers and the internet. Arranges for demonstrations of equipment and supply items by vendors to ensure product effectiveness and suitability for intended purposes. Participates in the writing of product specifications. Reviews reports of goods received and inspects merchandise to verify conformance to purchase order specifications. Arranges for and coordinates the testing of competitive products by operating units and prepares reports of findings on comparative costs, relative efficiency, labor savings, etc. Supervises the clerical processing of supply documents, following up on delays, and the maintenance of related records and controls throughout the acquisition process. Supervises follow-up activities and the expedition of orders for stock and non-stock items in the central purchasing agency. Conducts consumption studies and prepares reports on current and contemplated usage of items and observations of operating units. Conducts periodic review of various commodity classifications in connection with the maintenance of the department catalog, item utilization and standardization including the addition or deletion of items in accordance with past or contemplated usage by the operating departments, the classification of items, and the writing or revision of descriptions in a standardized format. This may involve other procurement related job functions on an as needed basis. *MINIMUM REQUIREMENTS:* One year of experience in procurement, storekeeping, or related work at the level of Procurement Aid or Warehouse Worker I.* *A certificate of satisfactory completion of a Procurement Competency Program presented or approved by the Los Angeles County Training Academy may be substituted for six months of the required experience.	$ 26.16

Receptionist Performs receptionist duties and operates a telephone operation console for the Los Angeles County Public Library. *EXAMPLES OF DUTIES:* Acts as receptionist, notifies staff of visitor's arrival and directs visitors. Issues a badge to visitors and vendors and validates parking tickets. Assists callers and routes all general telephone inquiries, complaints, and emergency telephone calls to the proper person. Maintains an information directory of all stations served by a telephone system for reference in making calls. Logs and keeps records of equipment problems, long distance calls, emergencies and incidental situations, and takes messages. Performs incidental clerical functions including basic keyboarding in the preparation of documents. Acts as customer care representative and screens calls to determine appropriate department or representative. May perform other position related duties on an as needed basis. *MINIMUM REQUIREMENTS:* No training or experience is required. **LICENSE:** A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.	$ 12.00
Senior Typist Clerk Does skilled typing work and performs highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. EXAMPLES OF DUTIES: Types and processes court orders, minutes, petitions, and other legal documents requiring the analysis of complex source material and a thorough familiarity with the various legal codes in order to obtain the necessary data. Answers questions that require such things as searching for and abstracting technical data and detailed explanation of laws, policies, or procedures, checks nonroutine applications, collects variable fees, etc., and refers only unusual inquiries to his immediate superior. Checks legal documents such as writs, petitions, warrants, purchase orders, claims and bonds for form, validity, and compliance with legal requirements in cases requiring the application of highly specialized knowledge and the resolution of debatable points, and	$ 16.20

where a mistake in judgment may entail serious consequences. Makes statistical computations and analyses, estimates of fees, etc., where specialized knowledge of laws, policies, and procedures are involved to an unusual degree, as in the recording of documents, property assessments, and tax collections. Advises employees on problems within his jurisdiction, and on his own initiative, makes such decisions as are permissible. Reviews for accuracy and conformity to established procedures the work of others performing preliminary operations in the course of the flow of work. Makes final check of permits, authorizations, etc., without higher level review. Prepares correspondence requiring the application of highly specialized knowledge and discrimination in the selection of data or interpretation of laws, rules, or policies. May supervise a small section or unit engaged in related work where responsibility for supervision is subordinate to the performance of the highly specialized clerical work. May routinely access such office equipment as video display terminals, word processors, or personal computers to input data, perform computations, or produce documents not requiring the formatting or programming of such equipment. MINIMUM REQUIREMENTS: Three years office clerical experience involving typewriting, one year of which must have been in a specialized or supervisory capacity. * Typewriting skill: Ability to type at the rate of 40 net words per minute.	
Secretary Acts as secretary to either (1) the head of a major section in a small County department, or (2) the head of a major unit in a large and complex County department. EXAMPLES OF DUTIES: Replies to correspondence with or without dictation. Screens office callers and telephone calls, furnishes requested information, refers calls to others better qualified, and personally takes care of those calls which do not require the attention of the supervisor. Makes appointments and arranges conferences and meetings for supervisor. Acts as intermediary between supervisor and staff, transmitting messages, orders, and requests, both written and verbal, and when authorized acts in the supervisor's absence. Acts as liaison officer between the supervisor's office and other departments, agencies, and jurisdictions. Prepares inter-office notices, bulletins, and memoranda, with or without dictation, including interpretations of departmental policy and the laws and regulations governing the activities of the office. Gathers data for general information purposes or special reports, contacting other departments, employees, agencies, and individuals for additional material as necessary,	$ 17.98

and may prepare reports for supervisor's approval. Checks material being submitted for supervisor's attention to ascertain that all relevant data, files, signatures, etc., are included. Relieves supervisor of routine personnel, budget, and other operating details such as scheduling, timekeeping, approving material and purchase requisitions, and contacting the Chief Administrative Office, Department of Human Resources, and other departments. Keeps check on the execution of plans, improvements, and projects instituted by the supervisor and recommends improvements in departmental procedures. MINIMUM REQUIREMENTS: One year of highly specialized office clerical experience keyboarding using a computer or typewriter at the level of Los Angeles County's class of Senior Typist-Clerk. OTHER REQUIREMENTS: Typing Rate: 40 net words per minute.	
Warehouse Worker Performs a full-range of Journey-level duties in operation of a warehouse. EXAMPLES 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. Places supplies into appropriate warehouse or storeroom locations, checks existing inventories for current levels and discrepancies, and conducts periodic inventories of supplies. Prepares records and tags property assigned to County departments for the Auditor-Controller. Accesses video display terminals to look for location of materials, check shelf quantities, obtain general item descriptions, or trace back orders. 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. MINIMUM REQUIREMENTS: Six months of experience in receiving, storing, issuing, shipping, or inventorying supplies, equipment, or property; or in the maintenance of records related to these activities; or in specialized office clerical work in connection with procurement activities.	$ 11.05

REQUIRED FORMS - EXHIBIT 5

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer 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 Proposer.

NAME	PHONE NUMBER
Bernard Howroyd, President	(800) 872-2677
Marc Goldman, Vice President	(310) 516-1572
Michael A. Hoyal, Chief Financial Officer	(800) 872-2677

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

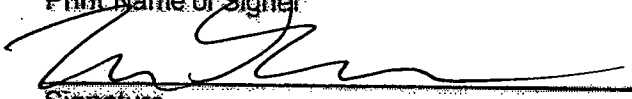
C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

AppleOne Employment Services
Name of Firm

Marc Goldman — Vice President
Print Name of Signer — Title


Signature

September 20, 2005
Date

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 9

PROPOSER'S EEO CERTIFICATION

AppleOne Employment Services

Company Name

990 Knox Street; Torrance, CA 90502

Address

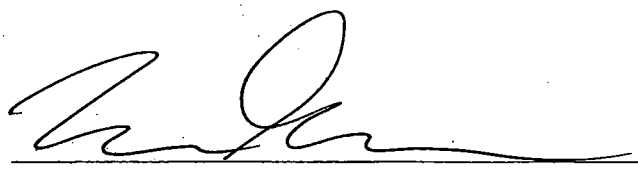
95-2580864

Internal Revenue Service Employer Identification Number

GENERAL

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

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



Signature

September 20, 2005

Date

Marc Goldman, Vice President

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8481
Facsimile: (562) 803-0016
E-Mail Address: **rgarcia@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name:
Title: Contract Services Coordinator
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6917
Facsimile: (562) 803-0016
E-Mail Address:

CONTRACTOR'S ADMINISTRATION
TEMPORARY PERSONNEL SERVICES

AppleOne Employment Services
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: Torrey Hecht
Title: Branch Manager
Address: 28901 S. Western Ave, Suite 217
Rancho Palos Verdes, CA 90275
Telephone: 310-833-8079
Facsimile: 310-833-8522
E-Mail Address: thecht@appleone.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Richard Wilke
Title: Regional Vice President
Address: 3900 Kilroy Airport Way, Suite 180
Long Beach, CA 90806
Telephone: 562-637-1001
Facsimile: 562-637-1017
E-Mail Address: rwilke@appleone.com

Name: Kenneth Landau
Title: Director of Government Services
Address: 990 Knox Street
Torrance, California, 90502
Telephone: 310-516-15752
Facsimile: 800-539-2228
E-Mail Address: klandau@appleone.com

Notices to Contractor shall be sent to the following address:

Address: 28901 S, Western Ave. Suite 217
Rancho Palos Verdes 90275
Telephone: 310-833-8079
Facsimile: 310-833-8522
E-Mail Address: thecht@appleone.com

EXHIBIT G1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT G2 INTENTIONALLY OMITTED – Not applicable to this contract

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

REQUIRED FORMS - EXHIBIT 13

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: AppleOne Employment Services		
Company Address: 990 Knox Street		
City: Torrance	State: CA	Zip Code: 90502
Telephone Number: (310) 516-1572		
Solicitation For: RFP - Temporary Personnel Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

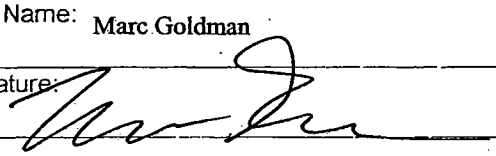
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

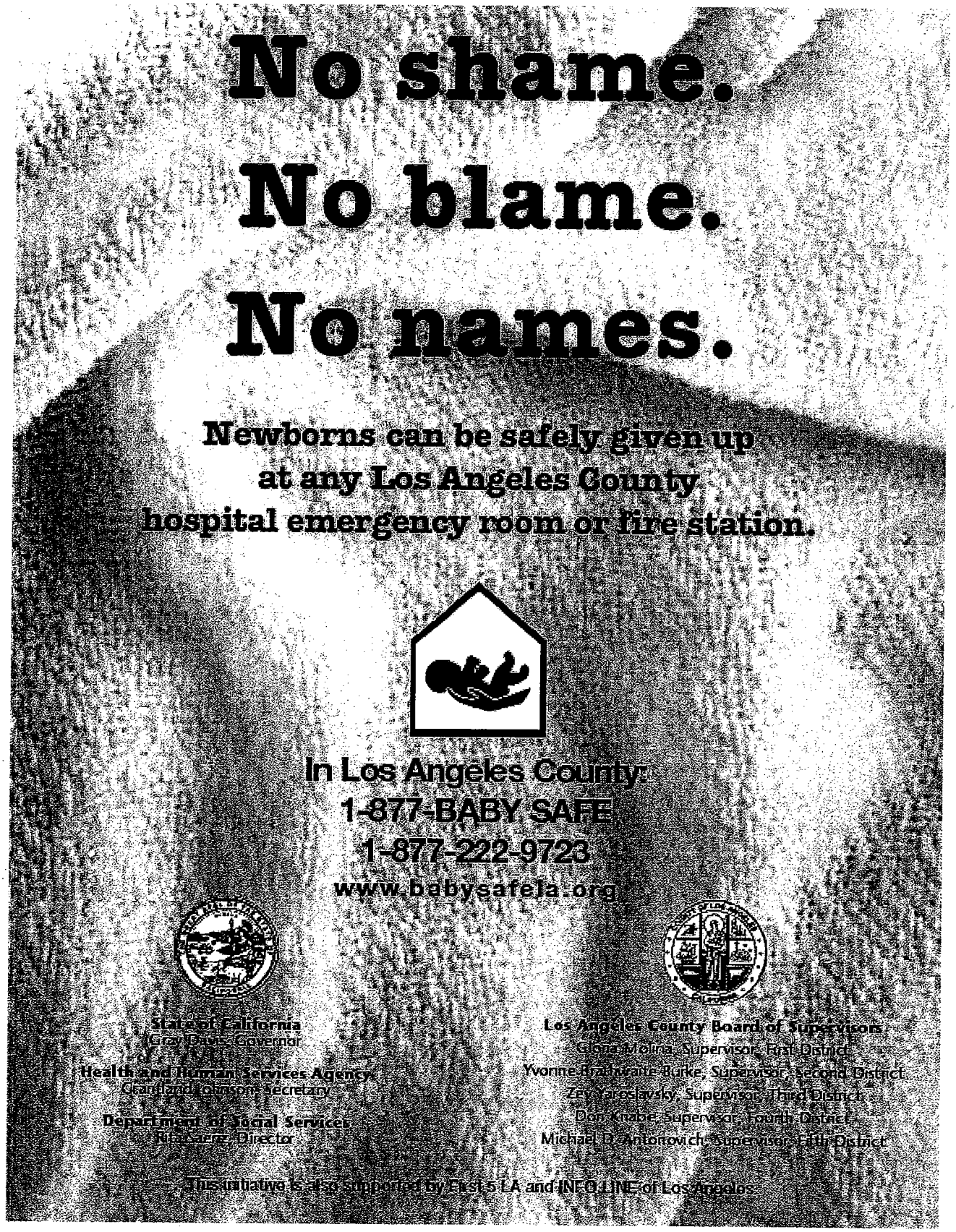
Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Marc Goldman	Title: Vice President
Signature: 	Date: September 20, 2005

SAFELY SURRENDERED BABY LAW


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

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

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

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

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

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

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

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

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

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

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

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

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

Sin pena.
Sin culpa.
Sin peligro.
Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.
En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
Estado de California
Gray Davis, Gobernador
Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario
Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora
Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito
Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

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

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

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

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

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

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

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

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

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

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

PROP A - LIVING WAGE PROGRAM EXHIBITS

EXHIBIT J INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT K INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT L INTENITONALLY OMITTED – Not applicable to this contract

EXHIBIT M1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M2 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M3 INTENTIONALLY OMITTED – Not applicable to this contract

AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA

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

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;

(b) shall Disclose Protected Health Information to County upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

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

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

Chief Information Office Privacy Officer
213-974-2166

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

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

2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

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

4.0 TERM AND TERMINATION

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

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

(a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HELPMATES STAFFING SERVICES

FOR

TEMPORARY PERSONNEL SERVICES

CONTRACT PROVISIONS
TEMPORARY PERSONNEL SERVICES
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CONTRACT

CONTRACT BETWEEN

COUNTY OF LOS ANGELES
AND
HELPMATES STAFFING SERVICES
FOR
TEMPORARY PERSONNEL SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as County and **Helpmates Staffing Services**, hereinafter referred to as Contractor. **Helpmates Staffing Services** is located at **900 Wilshire Blvd., Suite 914, Los Angeles, CA 90017**.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

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

/
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/
/
/
/

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N 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 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule- Intentionally Omitted

1.3 EXHIBIT C - Contractor's Proposed Hourly Bill Rates

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Intentionally Omitted – Not Applicable to this contract

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Intentionally Omitted – Not Applicable to this contract

1.11 EXHIBIT K - Intentionally Omitted – Not Applicable to this contract

1.12 EXHIBIT L - Intentionally Omitted – Not Applicable to this contract

1.13 EXHIBIT M - Intentionally Omitted – Not Applicable to this contract

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.14 EXHIBIT N - Contractor's Obligation Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 9.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract: 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.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.5 County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

2.7 Day(s): Business day(s) unless otherwise specified.

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

2.9 County Librarian: Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

2.10 County: County of Los Angeles

2.11 County of Los Angeles Public Library: Department

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for **one (1)** year commencing on **January 1, 2008**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend the Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions, for a maximum total Contract term of **two (2)** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian who has the delegated authority to extend the term on a month-to-month extension not to exceed a total of six (6) months at end of term or option years. Current rates, terms, and conditions shall remain in effect.

4.3 Contractor shall notify County of Los Angeles Public Library 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 the County of Los Angeles Public Library at the address herein provided in *Exhibit E - County's Administration.*

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provisions of the Services specified herein accordance with Exhibit C, "Contractor's Proposed Hourly Bill Rates." The Contractor shall be

paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Section 9.4, "Change Notices and Amendments," Subparagraph 9.4.2.

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

5.3 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.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the services, specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare monthly invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit C –*

Contractor's Proposed Hourly Bill Rates; the Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County. If the County does not approve other services in writing no payment shall be due to the Contractor for that service.

5.4.2 Payment to the Contractor will be made in arrears on a monthly basis by County for services performed provided the Contractor is not in default under any provisions of the contract.

5.4.3 Contractor's invoices shall include the following information; employee's name, job classification, hours and dates worked assignment location for which payment is claimed.

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

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than forty-five (45) business days from receipt of properly prepared invoices by the County.

6.0 CONTRACTOR'S PROPOSED HOURLY BILL RATES

All Contractors shall submit a firm fixed hourly bill rate (Exhibit 1 – Required Forms) for each job classification described herein Exhibit A – Statement of Work.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

7.1 County's Project Director

Responsibilities of the County's Project Director 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 9.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.3 County's Contract Project Monitor

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 Contractor's Project Manager

8.1.1 Contractor shall provide a full-time Project Manager as designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. The Contractor's Project Manager shall act as central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management of work requirements similar in size and complexity as this contract.

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

8.1.3 Contractor's Project Manager shall be able to effectively communicate in the English language both orally and in writing.

8.2 Approval of Contractor's Staff

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

8.3 Contractor's Staff Identification

8.3.1 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 the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the 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.

8.3.2 Contractor shall notify the 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 photo identification badge. If an ID badge was issued by the County, the County badge must be removed from employee and returned to the County at the time of removal from the County Contract.

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

8.4 Employee Criminal Records

No personnel employed by Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County of Los Angeles Public Library.

8.5 Background and Security Investigations

8.5.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the 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, which may include but not be limited to fingerprinting. 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.

8.5.2 County may request that Contractor's staff be immediately removed from working on the 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 the County conducted background clearance.

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

8.5.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.5, shall not relieve Contractor of its obligation to complete services in accordance with the terms and conditions of this Contract.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The 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 County Librarian. Any unapproved assignment or delegation shall be null and void. Any payments by the County of Los Angeles Public Library to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Library's sole discretion, against the claims, which the Contractor may have against the County.

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

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CHANGE NOTICES AND AMENDMENTS

9.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, hourly bill rates or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Librarian.

9.4.2 For any change which affects the scope of work, term, hourly bill rates, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Board of Supervisors, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in 5.0 Contract Sum, not to exceed twenty percent (20%) of the total contract sum for a particular contract year based on unanticipated increase in needed

services. Any such changes shall be in writing and signed by the County Librarian and Contractor.

9.4.3 The 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. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian.

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

9.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

9.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager 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 the County's Project Manager within three (3) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 The 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.

9.6.2 The Contractor shall indemnify and hold harmless the 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 the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 Jury Service Program:

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

9.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the 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.

3. 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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.

4. 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.

9.9 CONFLICT OF INTEREST

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

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

provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.12.1 Responsible Contractor

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

9.12.2 Chapter 2.202 of the County Code

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

9.12.3 Non-responsible Contractor

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

9.12.4 Contractor Hearing Board

9.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

9.12.4.3 If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The

County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

9.12.4.4 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

9.12.4.5 The Contractor Hearing Board's proposed decision shall contain a recommendation on the

request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

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

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS

9.16.1 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.

9.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 9.4, 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.

9.19 FAIR LABOR STANDARDS

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

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment

of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the 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 the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the 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 insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to

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

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the 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 Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.23.5 Compensation for County Costs: In the event that the 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 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

9.24.2 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".

9.24.3 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 the Contractor is responsible. If the 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 the 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

9.24.4 **Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $1 million aggregated. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.25 LIQUIDATED DAMAGES

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

9.25.2 If the County Librarian determines that there are deficiencies in the performance of this Contract that the County Librarian deems are correctable by the Contractor over a certain time

span, the County Librarian will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.25.3 The action noted in Sub-paragraph 9.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract

provided by law or as specified in the PRS or Sub-paragraph 9.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.26 MOST FAVORED PUBLIC ENTITY

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

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

9.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

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

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

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

9.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Sub-paragraph 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.28 NON EXCLUSIVITY

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

9.29 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.

9.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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

9.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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.

9.33 NOTICES

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

9.33.2 Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any notice made hereunder shall also be transmitted via authentication facsimile machine (herein after referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business days shall be deemed received at 8:00 a.m. the following business day.

9.33.3 Either party may change the party who is designated to receive notices, by giving either party a ten (10) days' prior written notice thereof to the other party.

9.33.4 The County Librarian shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.35 PUBLIC RECORDS ACT

9.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 9.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.36 PUBLICITY

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

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

9.36.2 The 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 9.36 shall apply.

9.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

9.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.37 shall constitute a

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

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

9.38 RECYCLED BOND PAPER

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

9.39 SUBCONTRACTING

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

9.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

9.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

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

9.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

9.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of

insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 9.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE

9.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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.

9.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

9.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 9.37, Record Retention & Inspection/Audit Settlement.

9.42 TERMINATION FOR DEFAULT

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 9.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County,

as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 9.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 9.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 9.42, or that the default was excusable under the provisions of Sub-paragraph 9.42.3, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.41 - Termination for Convenience.

9.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 9.42.2, be entitled to liquidated damages from the 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 the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the County of Los Angeles Public Library, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 9.22 - Indemnification.

9.42.6 The rights and remedies of the County provided in this Sub-paragraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

9.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Sub-paragraph 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract,

then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.47 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.

9.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 9.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.49 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protested Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations Under HIPAA.*

11.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

11.2 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 or retain certification as a Local Small Business Enterprise.

11.3 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.

11.4 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 which 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 the 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 subdivision (1), 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.

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

CONTRACTOR: **Helpmates Staffing Services**

By _____
Name: Julia Bolden

_____
Title: Area Manager

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Brandon Nichols
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

TEMPORARY PERSONNEL SERVICES

STATEMENT OF WORK (SOW)
TEMPORARY PERSONNEL SERVICES

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STATEMENT OF WORK (SOW)
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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide experienced personnel on an as-needed basis for the County of Los Angeles Public Library to perform the duties delineated herein. The majority of the work assignments will be at Library Headquarters located in Downey. However, it is helpful if the selected Contractor(s) is able to fill requests to staff other areas throughout the County of Los Angeles.

1.1 The nine (9) principal job classifications needed are account clerk I, account clerk II, account technician I, intermediate typist clerk, procurement assistant, receptionist, senior typist clerk, secretary, and warehouse worker. Other job classifications could be required from time-to-time in **1)** higher level job classifications with duties comparable to those in the principal job classifications (for example: senior word processor, executive secretary, etc., **2)** job classifications in other occupational categories such as programmer analysts and general laborers.

1.2 The Contract is to provide personnel on an as-needed basis, for any temporary situations and is not an exclusive contract. Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary personnel services not to exceed a maximum of ninety (90) business days or 720 hours whichever, comes first. County reserves the right to contract with other entities for the same or similar services.

1.3 Contractor shall provide experienced personnel on an as-needed basis to perform the duties described herein.

1.4 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the contract is in effect, contingent upon the Library's adopted budget and needs.

2.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

The County shall have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from the County. A telephone notification by the County shall be made for services needing immediate attention.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review. The plan shall include, but may not be limited to the following:

3.1 Specific activities to be monitored such as: experience and performance of temporary personnel;

3.2 Methods of monitoring to be used;

3.3 Frequency of monitoring;

3.4 Sample of forms to be used in monitoring; and

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall meet with County as needed to monitor the successful progress of the contract.

4.2 Contract Discrepancy Report (Technical Exhibit 1)

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Director within ten (10) workdays.

4.3 County Observations

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

5.0 DEFINITIONS

The headings herein contained are repeated here 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.

5.1 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.

5.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

5.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

5.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

5.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

5.7 **Day(s):** Business day(s) unless otherwise specified.

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

5.9 **County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

5.10 **County:** County of Los Angeles

5.11 **County of Los Angeles Public Library:** Department

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section 7.0 Administration of Contract. Specific duties will include:

6.1.1 Monitoring the quality and performance of personnel being provided by Contractor for the duration of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternated. Prior to contract start-up, Contractor will provide the name, address and telephone numbers of the Contractor's Project Manager and alternate who will act as liaison with the County's

Project Manager and be responsible for administering the contract and who will have the authority to act for the Contractor on ongoing operations.

6.2.2 The Contractor's Project Manager/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 Contractor's Project Manager or alternate may be reached by the County's Project Manager after normal business hours in case of emergencies.

6.2.3 Project Manager/Alternate shall act as central point of contact with the County's Project Manager shall demonstrate previous experience in the management of contracts similar in complexity.

6.2.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate in English, both orally and in writing.

6.2.5 Project Manager/Alternate shall provide qualified staff on an as needed basis to any of the 84 locations within the County of Los Angeles Public Library System and Library Headquarters.

6.3 PERSONNEL

6.3.1 Contractor is responsible for ensuring that its employees and the Temporary Personnel provided have the necessary skills, competence and expertise to fully and completely perform the specialized services called for in the contract.

6.3.2 All personnel provided shall undergo a criminal background check, prior to job placement.

6.3.3 All personnel provided by Contractor shall present a neat business like appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.

6.3.4 All personnel provided by the Contractor must be able to read, write, speak and understand English.

6.4 TRAINING

The contractor is responsible for providing training and supervising the temporary personnel assigned to perform services under this Contract.

6.5 SALARIES

The Contractor will be solely responsible for providing to its employees all legally required employee benefits. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.6 IDENTIFICATION BADGE

Contractor shall require every on-duty employee to wear a visible photo identification badge identifying employee by name and physical description. Such badge shall be displayed on Contracted employee's person at all times he/she is on County designated property. In the event that the County decides to issue a Temporary Library I.D. badge to a Contractor's employee, the contractor will be responsible for retrieving and returning the temporary I.D. badge to the County of Los Angeles Public Library, if for any reason the employee's services are no longer needed and employee fails to return his/her I.D. badge to the Library Department.

6.7 BACKGROUND SECURITY

County requires every employee to pass a criminal background check, as a condition of employment. Background check results should be completed before the individual is placed into the assignment.

6.8 CONTRACTOR'S OFFICE

Contractor shall maintain an office with their telephone number listed in the telephone directory in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received within one (1) business day.

7.0 HOURS/DAYS OF WORK

Contract personnel may be assigned work shifts between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and possibly some Saturdays based on work assignment. Contractor is not required to provide services on County – recognized holidays. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

9.1 County will submit a request for temporary personnel services via fax, phone or e-mail with the following job description information; job title, duties, location, duration of assignment and bill rate.

9.2 Upon receipt of request, contractor is to provide resumes for potential temporary personnel. In addition, the candidate is to complete a Job Applicant Information Sheet (Attachment II) for review by the County within twenty-four (24) hours after receipt of County's request. If the Contractor is unable to provide resumes for review within twenty-four (24) hours, the County reserves the right to cancel the request and purchase the services from other sources.

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

10.1 Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this Contract when requested to do so by the County's Project Manager.

10.2. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory, shall immediately be removed from servicing the Contract.

Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in Section 9.39 of the Contract are met.

11.0 MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the nine (9) principal job Classifications to base your hourly bill rate upon:

11.1 ACCOUNT CLERK I

One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment.

11.2 ACCOUNT CLERK II

One year's accounting clerical experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports.

11.3 ACCOUNT TECHINICIAN I

Accounting Education: Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education – OR- Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum prescribed by the school of records.

Experience: One year accounting clerical experience.

11.4 INTERMEDIATE TYPIST CLERK

One year's office clerical experience – OR- A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college. Must be proficient in using a facsimile and photocopy machine; have experience using a computer, and be proficient in at least one computer software application, such as Microsoft Word and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation.

11.5 PROCURMENT ASSISTANT

One year's experience in procurement, storekeeping or related activities at the level of County classification Procurement Aid. Must be able to canvass vendors to locate items which are out of production or are in short supply; obtaining prices, discounts, and delivery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

11.6 RECEPTIONIST

One year of office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiple telephone lines and take messages accurately, interact with the public and staff by telephone and in person give accurate and complete information; use good customer service skills.

11.7 SENIOR TYPIST CLERK

Three year's office clerical experience, one year of which must have been at the level of County classification Intermediate Typist Clerk. Must be able to type at the rate of 40 net words per minute; be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in at least two computer software applications, such as Microsoft Word, and Microsoft Excel (Windows 2000), ability to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format.

11.8 SECRETARY

Two year's secretarial experience. Must be able to type 40 net words per minute; use a computer and be proficient in at least two computer software

applications, such as Microsoft Word, Microsoft Excel or Access; able to screen office and telephone calls; schedule appointments and arrange conferences and meetings; compose announcements, memos and letters; prepare drafts and final versions of memos, letters, notices and bulletins; attend meetings and record minutes.

11.9 WAREHOUSE WORKER

Six months experience in receiving, storing, issuing, shipping, or inventorying supplies, equipment or property. Ability to operate fork lift and other material handling equipment.

12.0 ASSIGNMENT OF UNQUALIFIED PERSONNEL

In the event the personnel provided by the contractor is unable to perform the duties specified in Section 9.0, Temporary Personnel Request, Contractor shall remove the employee within twenty-four (24) hours, and provide County with a qualified replacement employee. Contractor shall not charge the County for the services of any unqualified employee's services.

13.0 SPECIFIC WORK REQUIREMENTS

13.1 Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.

13.2 The Contractor is expected to provide efficient and experienced Personnel.

13.3 Contractor shall be responsible for providing all legally required employee benefits to staff provided to the County on behalf of Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.

13.4 Contractor has the responsibility of his employee's transportation to and from the work site(s). County will not reimburse Contract personnel for travel time, in time or money.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Appendix C, Technical Exhibit 2, is a monitoring tool that will be used by the County during the term of the contract. The purpose of the PRS is to:

- List the required services which will be monitored by the County during the term of this Contract
- Identify the performance standards for satisfactory performance.
- Explains the quality monitoring method the County will use to evaluate the Contractor's performance in meeting the Contract requirements.
- Indicate the monetary deduction for services that are unsatisfactory to the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Monetary assessment imposed on Contractor by the County Contract Project Manager for documented contract discrepancies shall be increased twice the amount based on the deduction/fees to be assessed in the PRS in the event the same contract discrepancy occurs a second time or more.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 9.0, Terms and Conditions, Sub-paragraph 9.41, Termination for Convenience.

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COUNTY OF LOS ANGELES PUBLIC LIBRARY LOCATIONS

NORTH COUNTY REGION

AGOURA HILLS 116
29901 Ladyface Court
Agoura Hills, CA 91301
(818) 889-2278

CANYON COUNTY JOANNE DARCY 112
18601 Soledad Canyon Rd.
Santa Clarita, CA 91351
(661) 251-2720

LA CANADA FLINTRIDGE 114
4545 N. Oakwood Ave.
La Canada Flintridge, CA 91011
(818) 790-3330

LA CRESCENTA 115
4521 La Crescenta Ave.
La Crescenta, CA 91214
(818) 248-5313

LAKE LOS ANGELES 106
16921 East Avenue O, #A
Palmdale, CA 93591
(661) 264-0593

LANCASTER 101
601 West Lancaster Blvd.
Lancaster, CA 93543
(661) 948-5029

LITTLEROCK 103
35119 80th Street East
Littlerock, CA 93543
(661) 944-4138

MALIBU 117
23519 West Civic Center Way
Malibu, CA 90265
(310) 456-6438

NEWHALL 104
22704 West Ninth Street
Newhall, CA 91321
(805) 259-0750

QUARTZ HILL 110
42018 N. 50th Street West
Quartz Hill, CA 93536
(661) 943-2454

SAN FERNANDO 107
217 North Maclay Ave.
San Fernando, CA 91340
(818) 365-6928

VALENCIA 113
23743 West Valencia Blvd.
Santa Clarita, CA 91355
(661) 259-8942

WESTLAKE VILLAGE 118
31220 West Oak Crest Dr.
Westlake Village, CA 91361
(818) 865-9230

LIBRARY HEADQUARTERS

County of Los Angeles Public Library
Headquarters
7400 East Imperial Highway
Downey, CA 90241

WEST COUNTY REGION

AVALON 322
215 Sumner Ave.
P.O. Box 585
Avalon, CA 90704
(310) 510-1050

CARSON 301
151 East Carson Street
Carson, CA 90745
(310) 830-0901

CULVER CITY JULIAN DIXON 330
4975 Overland Ave.
Culver City, CA 90230
(310) 559-1676

GARDENA MAYME DEAR 313
1731 W. Gardena Blvd.
Gardena, CA 90247
(310) 323-6363

HAWTHORNE 331
12700 S. Grevillea Ave.
Hawthorne, CA 90250
(310) 679-8193

HERMOSA BEACH 314
550 Pier Ave.
Hermosa Beach, CA 90254
(310) 379-8475

LAWNDALE 316
14615 Burin Ave.
Lawndale, CA 90260
(310) 676-0177

LENNOX 333
4359 Lennox Blvd.
Lennox, CA 90304
(310) 674-0385

LLOYD TABER-MARINA DEL REY 334
4533 Admiralty Way
Marina del Rey, CA 90292
(310) 821-3415

LOMITA 317
24200 Narbonne Ave.
Lomita, CA 90717
(310) 539-4515

MANHATTAN BEACH 318
1320 Highland Ave.
Manhattan Beach, CA 90266
(310) 545-8595

MASAO W. SATOW 320
14433 S. Crenshaw Blvd.
Gardena, CA 90249
(310) 679-0638

VICTORIA PARK 321
17906 S. Avalon Blvd.
Carson, CA 90746
(310) 327-4830

VIEW PARK 336
3854 w. 54TH Street
Los Angeles, CA 90043
(323) 293-5371

WEST HOLLYWOOD 335
715 N. San Vicente Blvd.
West Hollywood, CA 90069
(310) 652-5340

WISEBURN 337
5335 w. 135TH Street
Hawthorne, CA 90250
(310) 643-8880

WOODCREST 338
1340 W. 160TH St.
Los Angeles, CA 90044
(323) 757-9373

SOUTH COUNTY REGION

ALONDRA 516
11949 Alondra Blvd.
Norwalk, CA 90650
(562) 868-7771

ANGELO M. IACOBONI 509
4990 Clark Ave.
Lakewood, CA 90712
(562) 866-1777

ARTESIA 503
18722 S. Clarkdale Ave.
Artesia, CA 90701
(562) 865-6614

A C BILBREW 530
150 E. El Segundo Blvd.
Los Angeles, CA 90061
(310) 538-3350

CLIFTON M. BRAKENSIEK 505
9945 E. Flower St.
Bellflower, CA 90706
(562) 925-5543

COMPTON 531
240 W. Compton Blvd.
Compton, CA 90220
(310) 637-0202

EAST RANCHO DOMINGUEZ 532
4205 E. Compton Blvd.
Rancho East Dominguez, CA 90221
(310) 632-6193

FLORENCE 533
1610 E. Florence Ave.
Los Angeles, CA 90001
(323) 581-8028

GEORGE NYE JR. 515
6600 Del Amo Blvd.
Lakewood, CA 90713
(562) 421-8497

GRAHAM 534
1900 E. Firestone Blvd.
Los Angeles, CA 90001
(323) 582-2903

HAWAIIAN GARDENS 507
12100 E. Carson St., #E
Hawaiian Gardens, CA 90716
(562) 496-1212

HOLLYDALE 517
12000 S. Garfield Ave.
South Gate, CA 90280
(562) 634-0156

LA MIRADA 508
13800 La Mirada Blvd.
La Mirada, CA 90638
(562) 943-0277

LELAND R. WEAVER 523
4035 Tweedy Blvd.
South Gate, CA 90280
(323) 567-8853

LYNWOOD 519
11320 Bullis Rd.
Lynwood, CA 90262
(310) 635-7121

NORWALK 501
12350 Imperial Hwy.
Norwalk, CA 90650
(562) 868-0775

PARAMOUNT 511
16254 Colorado Ave.
Paramount, CA 90723
(562) 630-3171

SOUTH WHITTIER 514
14433 Leffingwell Rd.
Whittier, CA 90640
(323) 564-5698

WILLOBROOK 535
11838 Wilmington Ave.
Los Angeles, CA 90059
(323) 564-5698

CENTRAL COUNTY REGION

ANTHONY QUINN 604
3965 Cesar E. Chavez Ave.
Los Angeles, CA 90063
(323) 264-7715

BELL 630
4411 E. Gage Ave.
Bell, CA 90201
(323) 560-2149

BELL GARDENS 631
7110 S. Garfield Ave.
Bell Gardens, CA 90201
(526) 927-1309

CHET HOLIFIELD 616
1060 S. Greenwood Ave.
Montebello, CA 90640
(323) 728-0421

CITY TERRACE 610
4025 E. City Terrace Dr.
Los Angeles, CA 90063
(323) 261-0295

CUDAHY 632
5218 Santa Ana St.
Cudahy, CA 90201
(323) 771-1345

EAST LOS ANGELES 605
4837 E. 3rd St.
Los Angeles, CA 90022
(323) 264-0155

EL CAMINO REAL 609
4264 E. Whittier Blvd.
Los Angeles, CA 90023
(323) 269-8102

HUNTINGTON PARK 633
6518 Miles Ave.
Huntington Park, CA 90255
(323) 583-1461

LOS NIETOS 634
11644 E. Slauson Ave.
Whittier, CA 90606
(562) 695-0708

MAYWOOD 635
4323 E. Slauson Ave.
Maywood, CA 90270
(323) 771-8600

MONTEBELLO 601
1550 W. Beverly Blvd.
Montebello, CA 90640
(323) 722-6551

PICO RIVERA 636
9001 Mines Ave.
Pico Rivera, CA 90060
(562) 949-5485

RIVERA 637
7828 S. Serapis Ave.
Pico Rivera, CA 90660
(562) 949-5485

ROSEMEAD 624
8800 Valley Blvd.
Rosemead, CA 91770
(626) 573-5220

SAN GABRIEL 625
500 S. Del Mar Ave.
San Gabriel, CA 91776
(626) 287-0761

SORENSEN 638
11405 E. Rose Hedge Dr.
Whittier, CA 90606
(562) 695-3979

TEMPLE CITY 628
5939 Golden West Ave.
Temple City, CA 91780
(626) 285-2136

EAST COUNTY REGION

BALDWIN PARK 803
4181 Baldwin Park Blvd.
Baldwin Park, CA 91706
(626) 962-6947

CHARTER OAK 812
20540 "K" Arrow Highway
Covina, CA 91724
(626) 339-2151

CLAREMONT 804
208 N. Harvard Ave.
Claremont, CA 91711
(909) 621-4902

DIAMOND BAR 816
1061 S. Grand
Diamond Bar, CA 91765
(909) 861-4978

DUARTE 805
1301 Buena Vista Street
Duarte, CA 91010
(626) 358-1865

EL MONTE 830
3224 Tyler Ave.
El Monte, CA 91731
(626) 444-9506

HACIENDA HEIGHTS 815
16010 La Monde St.
Hacienda Heights, CA 91745
(626) 968-9356

LA PUENTE 806
15920 E. Central Ave.
La Puente, CA 91744
(626) 968-4613

LA VERNE 807
3640 "D" St.
La Verne, CA 91750
(909) 596-1934

LIVE OAK 831
4153-55 E. Live Oak Ave.
Arcadia, CA 91006
(626) 446-8803

NORWOOD 832
4550 N. Peck Rd.
El Monte, CA 91732
(626) 443-3147

ROWLAND HEIGHTS 817
1850 Nogales St.
Rowland Heights, CA 91748
(626) 9125348

SAN DIMAS 808
145 N. Walnut Ave.
San Dimas, CA 91773
(909) 599-6738

SOUTH EL MONTE 833
1430 N. Central Ave.
South El Monte, CA 91733
(626)443-4158

SUNKIST 810
840 N. Puente Ave.
La Puente, CA 91746
(626) 960-2707

WALNUT 809
21155 La Puente Rd.
Walnut, CA 91789
(909) 595-0757

WEST COVINA 801
1601 West Covina Parkway
West Covina, CA 91790
(626) 962-3541

ATTACHMENT II

COUNTY OF LOS ANGELES PUBLIC LIBRARY
JOB APPLICANT INFORMATION SHEET

Name _____ Soc. Sec. No. _____

Home Address _____
Street City Zip Code

Home Phone (___) _____ Work/Message Phone (___) _____

Position Applied For: _____ _____
Title Location

Instructions: This form is to be completed by candidates who are eligible for employment with the County of Los Angeles Public Library. It will be used as part of the job placement and selection interview process. If you have provided a resume, only complete those questions that request information that is not contained in your resume.

1. List any former names which you have used in employment _____

2. Are you a citizen of the United States of America? ☐ Yes ☐ No

   If No, can you show proof of government permission to work? ☐ Yes ☐ No

3. If you are fluent in any language in addition to English, please list.

	Speak	Read	Write
	(Please check if fluent)		
_____	____	____	____
_____	____	____	____

4. Do you possess any other special skills that may be helpful on the job, such as typing or computer skills? If so, please describe:

   _____

   _____

5. Do you have any relatives currently employed with our organization? If so, please complete:

   _____
   Name Relationship Work Location

(Continued on reverse side)

Library

6. Education (Check one): ❒ High School Diploma ❒ G.E.D. Certificate

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

7. List your work and volunteer experience. If employed by the County of Los Angeles Public Library, include the position held and library/section:

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving

8. Have you ever been convicted of a misdemeanor or felony by a criminal or military court?
[ ] Yes [ ] No
A full disclosure by you is to your advantage and your record does not constitute an automatic bar from employment. Factors such as age at the time of offense(s), and recency of offense(s) will be taken into account, as well as the relationship between the offense(s) and the job for which you applied. **List all convictions. (Attach an additional sheet if necessary.) ANY CONVICTIONS OR COURT RECORDS WHICH ARE EXEMPTED BY A VALID COURT ORDER DO NOT HAVE TO BE INCLUDED.**

Offense	Date	Place/Court	Sentence/Fine

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature _____ Date _____

TECHNICAL EXHIBITS

TECHNICAL EXHIBITS
TEMPORARY PERSONNEL SERVICES

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Exhibits

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2 PERFORMANCE REQUIREMENTS SUMMARY CHART.....2

TECHNICAL EXHIBT 1

CONTRACT DISCREPANCY REPORT
TEMPORARY PERSONNEL SERVICES

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TEMPORARY PERSONNEL SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE STANDARDS	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
CONTRACT, Section 8.0; Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Review of reports, availability and response to inquires	$100 per day when documentation not provided
CONTRACT, Section 9.37; Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Review of records and Inspection of files	$100 per occurrence
CONTRACT, Section 9.24; Insurance Coverage Requirements	Insurance coverage maintained as required	Receipt and review of Insurance and Documentation	$100 per day; Contract termination at Library's option
CONTRACT, Section 9.39; Subcontracting	Contract may not be subcontracted by contractor without the advanced approval of the County	Review of records, Inspection of files, and interview of employees	$500 per occurrence
SOW, Section 6.2; Responsibilities	County must have access to the Project Manger Monday thru Friday 8:00 a.m. – 5:00 p.m.	Non responsive to phone calls, fax or e-mails.	$250 per day, per occurrence
SOW, Section 12.0; Assignment of Unqualified Personnel	Contractor shall replace personnel within 24 hours.	Observation of personnel work product; User complaints	No payment for employee who fails to meet County requirements.
SOW, Section 9.0; Temporary Personnel Request	Contractor is to provide resumes and Job Applicant Information Sheet within 24 hours of receipt of request	Receipt of resume via fax or e-mail	$100 per request and/or cancellation of request for personnel.

EXHIBIT B

INTENTIONALLY OMITTED – Not Applicable to this contract

CONTRACTOR'S PROPOSED HOURLY BILL RATES

Helpmates
Staffing Services

Human resources at work . . .

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	**HOURLY BILL RATE**
Account Clerk I	$15.96
One year's clerical experience in bookkeeping assisting in the maintenance of double entry accounting system and associated subsidary recordsinvolvingcoding transactions and posting abd balancing of ledgers, journals,and registers. Must be able to use a 10-key calculator by touch, have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements and review invoices for payment.	
Account Clerk II	$17.29
One year 's accounting clerical experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work,spending large portion of time in maintaining the accounting records of a moderate to large scale general accounting system; reconcile bank accounts, and involving a very large number of transactions; and compile financial, statistical accounting and operating reports..	
Account Technician I	$21.82
Accounting Education: Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education-OR-Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum prescribed by the school of records. Exp. One year accounting clerical experience	
Receptionist	$16.49
One year office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiline phone lines and take messages accurately, interact with the public and staff by telephone and in person, give accurate and complete information; use good customer service skills	
Secretary	$20.56
Two years secretarial experience. Must be able to type 40 net words per minute.; use a computer and be proficient in at least two (2) computer software applications, such as Microsoft Word,, Excel or Access; able to screen office and telephone calls, schedule appointsments, memos and letters; prepare drafts and final versions of memos, letters and bulletins attend meetings and record minutes.	
Senior Typist Clerk	$17.88
Three years office clerical experience, one year at the level of Intermediate Typist Clerk. Type 40 WPM, knowledge of at least two software (MS Word, Excel Win 2000) .Proficient in using photocopy machine, fax and calculator. Ability to type drafts and final versions of documents, review, edit for proper grammar, spelling, puncutuation and format.	

Helpmates
Staffing Services
Human resources at work . . .

HELPMATES STAFFING SERVICES (PAGE 2 OF 2) EXHIBIT 1

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS

HOURLY BILL RATE

Intermediate Typist Clerk — $16.12

One year office clerical experience –OR – A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college. Must be proficient in using a faxphoto copy machine and computer. Proficient in one software application (MS Word) and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire organization

Procurement Analyst

One year experience in procurement, storekeeping or related activities at the level of County classification Procurement Aid. Must be able to canvas vendors to locate items which are out of production or are in short supply. Obtain price, discounts, and delvery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

Administrative Analyst — $21.52

Three years experience in a staff capacity analyzing and making recommendations for solutions of problems of organization, systems and procedures, programs, budget, or human resources to management, Ability to analyze, interpret and present complex data to management orally and in writing. Demonstrated ability and skill to organize thoughts and compose/format written documents on word processing software that includes comprehensive reports to management.

Warehouse Worker — $14.28

Six months experience in receiving, storing, issuing, shipping or inventorying supplies, equipment or property. Ability to operate hand pallet. No forklift operations.

Word Processing Secretary II — $21.26

Three years secretarial experience. Must type 50+ words per minute. Performs varied secretarial and clerical duties. A thorough knowledge of word processing (advance skill level) with specified software required. Able to process heavy volumes of text, letter composition, general clerical duties and heavy phones. Excellent written and verbal communication skills.

Helpmates Staffing will hold the aforementioned rates firm from September 20,2005 through June 30, 2006. Rates are subject to change with notice, in accordance with regulatory and legislative mandates and worker's compensation rate changes. All rates include benefits and background investigations.

REQUIRED FORMS - EXHIBIT 5

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer 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 Proposer.

NAME	PHONE NUMBER
Julia Bolden, Area Manager	(213) 228-1820
Bonnie Nash, President/COO	(949) 225-5002
Dan Struve, CEO	(949) 225-5001

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".

NONE

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Helpmates Staffing Service
Name of Firm

Julia Bolden — Area Manager
Print Name of Signer — Title

Julia Bolden — September 20, 2005
Signature — Date

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 9

PROPOSER'S EEO CERTIFICATION

Helpmates Staffing Services
Company Name

900 Wilshire Blvd. Ste. 914, Los Angeles, CA 90017
Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

Julia Bolden
Signature

September 20, 2005
Date

Julia Bolden, Area Manager
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8481
Facsimile: (562) 803-0016
E-Mail Address: **rgarcia@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name:
Title: Contract Services Coordinator
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6917
Facsimile: (562) 803-0016
E-Mail Address:

CONTRACTOR'S ADMINISTRATION
TEMPORARY PERSONNEL SERVICES

Helpmates Staffing Services

CONTRACTOR'S NAME

CONTRACT NO.

CONTRACTOR'S PROJECT MANAGER:

Name: Tina Turner
Title: Account Manager
Address: 900 Wilshire Blvd., Suite 914
Los Angeles, CA 90017
Telephone: (213) 228-1820
Facsimile: (213) 228-0299
E-Mail Address: tturner@helpmates.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Julia Bolden
Title: Regional Director
Address: 900 Wilshire Blvd. #914
Los Angeles, CA 90017
Telephone: (213) 228-1820
Facsimile: (213) 228-0299
E-Mail Address: jbolden@helpmates.com

Name: Scott Leighton
Title: Controller
Address: 1200 Main St. 1st Floor Suite A
Irvine, CA 92614
Telephone: (949) 225-5008
Facsimile: (949) 752-4900
E-Mail Address: sleighton@helpmates.com

Notices to Contractor shall be sent to the following address:

Address: 900 Wilshire Blvd. # 914
Los Angeles, CA 90017
Telephone: (213) 228-1820
Facsimile: (213) 228-0299
E-Mail Address: jbolden@helpmates.com

EXHIBIT G1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT G2 INTENTIONALLY OMITTED – Not applicable to this contract

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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

REQUIRED FORMS - EXHIBIT 13

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Helpmates Staffing Services		
Company Address: 900 Wilshire Blvd. Ste. 914		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: 213-228-1820		
Solicitation For: As Needed Clerical/Secretarial Temporary Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

  "Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

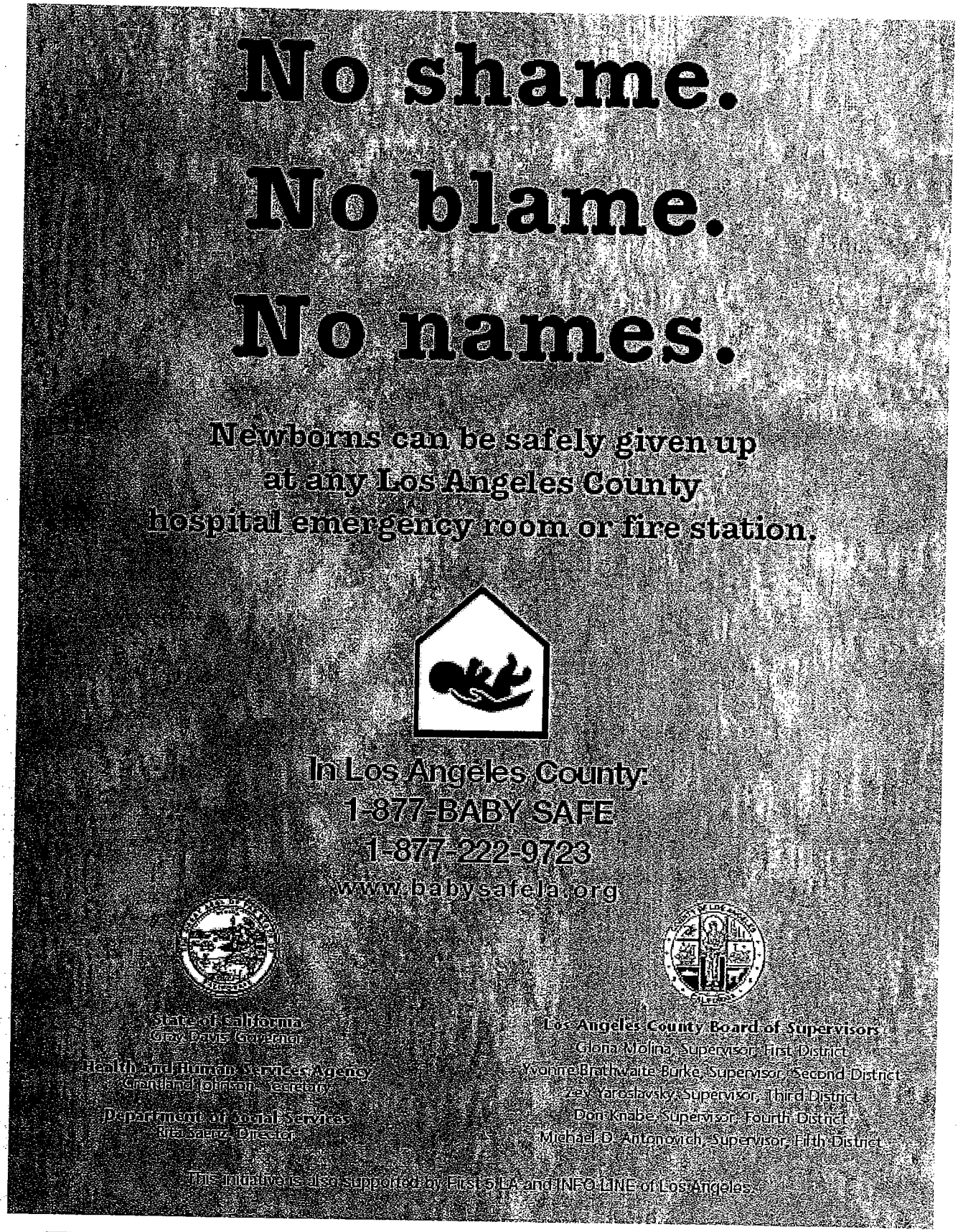
Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Julia Bolden	Title: Area Manager
Signature: Julia Bolden	Date: September 20, 2005

SAFELY SURRENDERED BABY LAW


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

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

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

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

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

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

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

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

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

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

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

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

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

PROP A - LIVING WAGE PROGRAM EXHIBITS

NOT ATTACHED TO SAMPLE

EXHIBIT J INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT K INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT L INTENITONALLY OMITTED – Not applicable to this contract

EXHIBIT M1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M2 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M3 INTENTIONALLY OMITTED – Not applicable to this contract

AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA

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

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;

(b) shall Disclose Protected Health Information to County upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

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

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

Chief Information Office Privacy Officer
213-974-2166

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

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

2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

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

4.0 TERM AND TERMINATION

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

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

(a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LADERA CAREER PATHS, INC.

FOR

TEMPORARY PERSONNEL SERVICES

CONTRACT PROVISIONS
TEMPORARY PERSONNEL SERVICES
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CONTRACT

CONTRACT BETWEEN

COUNTY OF LOS ANGELES
AND
LADERA CAREER PATHS, INC.
FOR
TEMPORARY PERSONNEL SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as County and **LADERA Career Paths, Inc.**, hereinafter referred to as Contractor. **LADERA Career Paths, Inc.** is located at **6820 La Tijera Blvd., Suite 217, Los Angeles, CA 90045.**

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Personnel Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Temporary Personnel Services; and

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

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1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N 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 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Intentionally Omitted – Not Applicable to this contract

1.3 EXHIBIT C - Contractor's Proposed Hourly Bill Rates

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Intentionally Omitted – Not Applicable to this contract

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J - Intentionally Omitted – Not Applicable to this contract

1.11 EXHIBIT K - Intentionally Omitted – Not Applicable to this contract

1.12 EXHIBIT L - Intentionally Omitted – Not Applicable to this contract

1.13 EXHIBIT M - Intentionally Omitted – Not Applicable to this contract

Health Insurance Portability & Accountability Act (HIPAA) Agreement

1.14 EXHIBIT N - Contractor's Obligation Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 9.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract: 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.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.5 County's Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 County's Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

2.7 Day(s): Business day(s) unless otherwise specified.

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

2.9 County Librarian: Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

2.10 County: County of Los Angeles

2.11 County of Los Angeles Public Library: Department

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for **one (1)** year commencing on **January 1, 2008**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend the Contract term for up to **one (1)** additional one-year period and **six (6)** month-to-month extensions, for a maximum total Contract term of **two (2)** years and **six (6)** months. Each such option and extension shall be exercised at the sole discretion of the County Librarian who has the delegated authority to extend the term on a month-to-month extension not to exceed a total of six (6) months at end of term or option years. Current rates, terms, and conditions shall remain in effect.

4.3 Contractor shall notify County of Los Angeles Public Library 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 the County of Los Angeles Public Library at the address herein provided in *Exhibit E - County's Administration.*

5.0 CONTRACT SUM

5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provisions of the Services specified herein accordance with Exhibit C,

"Contractor's Proposed Hourly Bill Rates." The Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County, except as set forth in Section 9.4, "Change Notices and Amendments," Subparagraph 9.4.2.

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

5.3 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.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the services, specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare monthly invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit C – Contractor's Proposed Hourly Bill Rates;* the Contractor shall be paid only for services, actual hours worked, and other services approved in writing by the County. If the County does not approve other services in writing no payment shall be due to the Contractor for that service.

5.4.2 Payment to the Contractor will be made in arrears on a monthly basis by County for services performed provided the Contractor is not in default under any provisions of the contract.

5.4.3 Contractor's invoices shall include the following information; employee's name, job classification, hours and dates worked assignment location for which payment is claimed.

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

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

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than forty-five (45) business days from receipt of properly prepared invoices by the County.

6.0 CONTRACTOR'S PROPOSED HOURLY BILL RATES

All Contractors shall submit a firm fixed hourly bill rate (Exhibit 1 – Required Forms) for each job classification described herein Exhibit A – Statement of Work.

7.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

7.1 County's Project Director

Responsibilities of the County's Project Director 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 9.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.
- The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.3 County's Contract Project Monitor

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

8.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

8.1 Contractor's Project Manager

8.1.1 Contractor shall provide a full-time Project Manager as designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager. The Contractor's Project Manager shall act as central point of contact with the County. Contractor's Project Manager shall demonstrate previous experience in the management of work requirements similar in size and complexity as this contract.

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

8.1.3 Contractor's Project Manager shall be able to effectively communicate in the English language both orally and in writing.

8.2 Approval of Contractor's Staff

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

8.3 Contractor's Staff Identification

8.3.1 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 the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the 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.

8.3.2 Contractor shall notify the 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 photo identification badge. If an ID badge was issued by the County, the County badge must be removed from employee and returned to the County at the time of removal from the County Contract.

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

8.4 Employee Criminal Records

No personnel employed by Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County of Los Angeles Public Library.

8.5 Background and Security Investigations

8.5.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of the 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, which may include but not be limited to fingerprinting. 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.

8.5.2 County may request that Contractor's staff be immediately removed from working on the 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 the County conducted background clearance.

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

8.5.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 8.5, shall not relieve Contractor of its obligation to complete services in accordance with the terms and conditions of this Contract.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

9.1.1 The 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 County Librarian. Any unapproved assignment or delegation shall be null and void. Any payments by the County of Los Angeles Public Library to any approved delegate or assignee on any claim under this Contract shall be deductible, at the Library's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County of Los Angeles Public Library's express prior written approval, may result in the

termination of this Contract.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

9.4 CHANGE NOTICES AND AMENDMENTS

9.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope of work, term, hourly bill rates or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Librarian.

9.4.2 For any change which affects the scope of work, term, hourly bill rates, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County's Board of Supervisors, for the exception of which County Librarian is expressly authorized to increase the contract sum set forth in 5.0 Contract Sum, not to exceed twenty percent (20%) of the total contract sum for a particular

contract year based on unanticipated increase in needed services. Any such changes shall be in writing and signed by the County Librarian and Contractor.

9.4.3 The 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. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by County Librarian.

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

9.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

9.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager 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 the County's Project Manager within three (3) business days of mailing to the complainant.

9.6 COMPLIANCE WITH APPLICABLE LAW

9.6.1 The 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.

9.6.2 The Contractor shall indemnify and hold harmless the 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 the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

Contractor shall comply with *Exhibit D - Contractor's EEO Certification.*

9.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.8.1 Jury Service Program:

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

9.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $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 the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the 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.

3. 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. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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.

4. 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.

9.9 CONFLICT OF INTEREST

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

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

provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.12.1 Responsible Contractor

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

9.12.2 Chapter 2.202 of the County Code

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

9.12.3 Non-responsible Contractor

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

9.12.4 Contractor Hearing Board

9.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

9.12.4.3 If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The

County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

9.12.4.4 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

9.12.4.5 The Contractor Hearing Board's proposed decision shall contain a recommendation on the

request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

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

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the 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 the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, GROUNDS, EQUIPMENT AND MATERIALS

9.16.1 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.

9.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 9.4, 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.

9.19 FAIR LABOR STANDARDS

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

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.21 INDEPENDENT CONTRACTOR STATUS

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

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment

of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the 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 the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the 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 the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90241

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the 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 insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to

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

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the 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 Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.23.5 Compensation for County Costs: In the event that the 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 the County, the Contractor shall pay full compensation for all costs incurred by the County.

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 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

9.24.2 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".

9.24.3 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 the Contractor is responsible. If the 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 the 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

9.24.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than $1 million per occurrence and $1 million aggregated. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

9.25 LIQUIDATED DAMAGES

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

9.25.2 If the County Librarian determines that there are deficiencies in the performance of this Contract that the County Librarian deems are correctable by the Contractor over a certain time

span, the County Librarian will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

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

9.25.3 The action noted in Sub-paragraph 9.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract

provided by law or as specified in the PRS or Sub-paragraph 9.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.26 MOST FAVORED PUBLIC ENTITY

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

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

9.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification.*

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

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

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

9.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 9.27 when so requested by the County.

9.27.7 If the County finds that any provisions of this Sub-paragraph 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.28 NON EXCLUSIVITY

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

9.29 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.

9.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

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

9.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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.

9.33 NOTICES

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

9.33.2 Service by mail shall be deemed complete upon deposit in the above-mentioned manner. Any notice made hereunder shall also be transmitted via authentication facsimile machine (herein after referred to as "FAX") to the appropriate party at the FAX number set forth herein. Documents transmitted via FAX that are received on weekends or holidays or after 5:00 p.m. on a business days shall be deemed received at 8:00 a.m. the following business day.

9.33.3 Either party may change the party who is designated to receive notices, by giving either party a ten (10) days' prior written notice thereof to the other party.

9.33.4 The County Librarian shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

9.35 PUBLIC RECORDS ACT

9.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 9.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.36 PUBLICITY

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

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

9.36.2 The 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 9.36 shall apply.

9.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

9.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.37 shall constitute a

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

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

9.38 RECYCLED BOND PAPER

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

9.39 SUBCONTRACTING

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

9.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

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

9.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

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

9.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

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

9.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of

insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library
Contract Services Coordinator
7400 East Imperial Highway, Room 206
Downey, CA 90242

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 9.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 9.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE

9.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to 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.

9.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

9.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 9.37, Record Retention & Inspection/Audit Settlement.

9.42 TERMINATION FOR DEFAULT

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.

9.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 9.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County,

as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

9.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 9.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 9.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 9.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 9.42, or that the default was excusable under the provisions of Sub-paragraph 9.42.3, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 9.41 - Termination for Convenience.

9.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 9.42.2, be entitled to liquidated damages from the 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 the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the County of Los Angeles Public Library, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 9.22 - Indemnification.

9.42.6 The rights and remedies of the County provided in this Sub-paragraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

9.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Sub-paragraph 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract,

then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.47 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.

9.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 9.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.49 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protested Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations Under HIPAA.*

11.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

11.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

11.2 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 or retain certification as a Local Small Business Enterprise.

11.3 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.

11.4 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 which 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 the 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 subdivision (1), 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.

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

CONTRACTOR: **Ladera Career Paths, Inc.**

By _____
Name: Anna E. Little

_____
Title: President/CEO

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Brandon Nichols
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

TEMPORARY PERSONNEL SERVICES

STATEMENT OF WORK (SOW)
TEMPORARY PERSONNEL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide experienced personnel on an as-needed basis for the County of Los Angeles Public Library to perform the duties delineated herein. The majority of the work assignments will be at Library Headquarters located in Downey. However, it is helpful if the selected Contractor(s) is able to fill requests to staff other areas throughout the County of Los Angeles.

1.1 The nine (9) principal job classifications needed are account clerk I, account clerk II, account technician I, intermediate typist clerk, procurement assistant, receptionist, senior typist clerk, secretary, and warehouse worker. Other job classifications could be required from time-to-time in **1)** higher level job classifications with duties comparable to those in the principal job classifications (for example: senior word processor, executive secretary, etc., **2)** job classifications in other occupational categories such as programmer analysts and general laborers.

1.2 The Contract is to provide personnel on an as-needed basis, for any temporary situations and is not an exclusive contract. Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary personnel services not to exceed a maximum of ninety (90) business days or 720 hours whichever, comes first. County reserves the right to contract with other entities for the same or similar services.

1.3 Contractor shall provide experienced personnel on an as-needed basis to perform the duties described herein.

1.4 The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the contract is in effect, contingent upon the Library's adopted budget and needs.

2.0 ADDITIONAL SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

The County shall have the right to request additional services, specific tasks and/or work hours based on organization and/or operational requirements during the term of the contract with a five (5) day written notice from the County. A telephone notification by the County shall be made for services needing immediate attention.

3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review. The plan shall include, but may not be limited to the following:

3.1 Specific activities to be monitored such as: experience and performance of temporary personnel;

3.2 Methods of monitoring to be used;

3.3 Frequency of monitoring;

3.4 Sample of forms to be used in monitoring; and

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

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall meet with County as needed to monitor the successful progress of the contract.

4.2 Contract Discrepancy Report (Technical Exhibit 1)

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Director within ten (10) workdays.

4.3 County Observations

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

5.0 DEFINITIONS

The headings herein contained are repeated here 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.

5.1 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.

5.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

5.3 Contractor's Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

5.4 County's Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

5.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

5.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

5.7 **Day(s):** Business day(s) unless otherwise specified.

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

5.9 **County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.

5.10 **County:** County of Los Angeles

5.11 **County of Los Angeles Public Library:** Department

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section 7.0 Administration of Contract. Specific duties will include:

6.1.1 Monitoring the quality and performance of personnel being provided by Contractor for the duration of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Change Notices in accordance with the Contract, Section 9.0, Standard Terms and Conditions, Sub-paragraph 9.4 Change Notices and Amendments.

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager or designated alternated. Prior to contract start-up, Contractor will provide the name, address and telephone numbers of the Contractor's Project Manager and alternate who will act as liaison with the County's

Project Manager and be responsible for administering the contract and who will have the authority to act for the Contractor on ongoing operations.

6.2.2 The Contractor's Project Manager/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 Contractor's Project Manager or alternate may be reached by the County's Project Manager after normal business hours in case of emergencies.

6.2.3 Project Manager/Alternate shall act as central point of contact with the County's Project Manager shall demonstrate previous experience in the management of contracts similar in complexity.

6.2.4 Project Manager/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/Alternate shall be able to effectively communicate in English, both orally and in writing.

6.2.5 Project Manager/Alternate shall provide qualified staff on an as needed basis to any of the 84 locations within the County of Los Angeles Public Library System and Library Headquarters.

6.3 PERSONNEL

6.3.1 Contractor is responsible for ensuring that its employees and the Temporary Personnel provided have the necessary skills, competence and expertise to fully and completely perform the specialized services called for in the contract.

6.3.2 All personnel provided shall undergo a criminal background check, prior to job placement.

6.3.3 All personnel provided by Contractor shall present a neat business like appearance and behave in a professional manner with peers, the public, and/or all levels of personnel with whom the assignment will place the individual in contact.

6.3.4 All personnel provided by the Contractor must be able to read, write, speak and understand English.

6.4 TRAINING

The contractor is responsible for providing training and supervising the temporary personnel assigned to perform services under this Contract.

6.5 SALARIES

The Contractor will be solely responsible for providing to its employees all legally required employee benefits. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.6 IDENTIFICATION BADGE

Contractor shall require every on-duty employee to wear a visible photo identification badge identifying employee by name and physical description. Such badge shall be displayed on Contracted employee's person at all times he/she is on County designated property. In the event that the County decides to issue a Temporary Library I.D. badge to a Contractor's employee, the contractor will be responsible for retrieving and returning the temporary I.D. badge to the County of Los Angeles Public Library, if for any reason the employee's services are no longer needed and employee fails to return his/her I.D. badge to the Library Department.

6.7 BACKGROUND SECURITY

County requires every employee to pass a criminal background check, as a condition of employment. Background check results should be completed before the individual is placed into the assignment.

6.8 CONTRACTOR'S OFFICE

Contractor shall maintain an office with their telephone number listed in the telephone directory in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received within one (1) business day.

7.0 HOURS/DAYS OF WORK

Contract personnel may be assigned work shifts between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and possibly some Saturdays based on work assignment. Contractor is not required to provide services on County – recognized holidays. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

9.1 County will submit a request for temporary personnel services via fax, phone or e-mail with the following job description information; job title, duties, location, duration of assignment and bill rate.

9.2 Upon receipt of request, contractor is to provide resumes for potential temporary personnel. In addition, the candidate is to complete a Job Applicant Information Sheet (Attachment II) for review by the County within twenty-four (24) hours after receipt of County's request. If the Contractor is unable to provide resumes for review within twenty-four (24) hours, the County reserves the right to cancel the request and purchase the services from other sources.

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

10.1 Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this Contract when requested to do so by the County's Project Manager.

10.2. All personnel assigned by the Contractor to perform these services shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory, shall immediately be removed from servicing the Contract.

Contractor shall not subcontract with any personnel for performance of services hereunder unless the provisions in Section 9.39 of the Contract are met.

11.0 MINIMUM EXPERIENCE & SKILL REQUIREMENTS

Listed below are the minimum qualifications for each of the nine (9) principal job Classifications to base your hourly bill rate upon:

11.1 ACCOUNT CLERK I

One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment.

11.2 ACCOUNT CLERK II

One year's accounting clerical experience at the level of Account Clerk I. Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports.

11.3 ACCOUNT TECHINICIAN I

Accounting Education: Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education – OR- Graduation from an accredited junior college or two-year business college with completion of the full accounting curriculum prescribed by the school of records.

Experience: One year accounting clerical experience.

11.4 INTERMEDIATE TYPIST CLERK

One year's office clerical experience – OR- A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college. Must be proficient in using a facsimile and photocopy machine; have experience using a computer, and be proficient in at least one computer software application, such as Microsoft Word and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation.

11.5 PROCURMENT ASSISTANT

One year's experience in procurement, storekeeping or related activities at the level of County classification Procurement Aid. Must be able to canvass vendors to locate items which are out of production or are in short supply; obtaining prices, discounts, and delivery dates; participate in writing specifications; review reports of goods received; and inspect merchandise to verify conformance to purchase order specifications.

11.6 RECEPTIONIST

One year of office clerical experience. Must communicate clearly in English, verbally and in writing; answer multiple telephone lines and take messages accurately, interact with the public and staff by telephone and in person give accurate and complete information; use good customer service skills.

11.7 SENIOR TYPIST CLERK

Three year's office clerical experience, one year of which must have been at the level of County classification Intermediate Typist Clerk. Must be able to type at the rate of 40 net words per minute; be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in at least two computer software applications, such as Microsoft Word, and Microsoft Excel (Windows 2000), ability to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format.

11.8 SECRETARY

Two year's secretarial experience. Must be able to type 40 net words per minute; use a computer and be proficient in at least two computer software

applications, such as Microsoft Word, Microsoft Excel or Access; able to screen office and telephone calls; schedule appointments and arrange conferences and meetings; compose announcements, memos and letters; prepare drafts and final versions of memos, letters, notices and bulletins; attend meetings and record minutes.

11.9 WAREHOUSE WORKER

Six months experience in receiving, storing, issuing, shipping, or inventorying supplies, equipment or property. Ability to operate fork lift and other material handling equipment.

12.0 ASSIGNMENT OF UNQUALIFIED PERSONNEL

In the event the personnel provided by the contractor is unable to perform the duties specified in Section 9.0, Temporary Personnel Request, Contractor shall remove the employee within twenty-four (24) hours, and provide County with a qualified replacement employee. Contractor shall not charge the County for the services of any unqualified employee's services.

13.0 SPECIFIC WORK REQUIREMENTS

13.1 Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.

13.2 The Contractor is expected to provide efficient and experienced Personnel.

13.3 Contractor shall be responsible for providing all legally required employee benefits to staff provided to the County on behalf of Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.

13.4 Contractor has the responsibility of his employee's transportation to and from the work site(s). County will not reimburse Contract personnel for travel time, in time or money.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Appendix C, Technical Exhibit 2, is a monitoring tool that will be used by the County during the term of the contract. The purpose of the PRS is to:

- List the required services which will be monitored by the County during the term of this Contract
- Identify the performance standards for satisfactory performance.
- Explains the quality monitoring method the County will use to evaluate the Contractor's performance in meeting the Contract requirements.
- Indicate the monetary deduction for services that are unsatisfactory to the County.

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Monetary assessment imposed on Contractor by the County Contract Project Manager for documented contract discrepancies shall be increased twice the amount based on the deduction/fees to be assessed in the PRS in the event the same contract discrepancy occurs a second time or more.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 9.0, Terms and Conditions, Sub-paragraph 9.41, Termination for Convenience.

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COUNTY OF LOS ANGELES PUBLIC LIBRARY LOCATIONS

NORTH COUNTY REGION

AGOURA HILLS 116
29901 Ladyface Court
Agoura Hills, CA 91301
(818) 889-2278

CANYON COUNTY JOANNE DARCY 112
18601 Soledad Canyon Rd.
Santa Clarita, CA 91351
(661) 251-2720

LA CANADA FLINTRIDGE 114
4545 N. Oakwood Ave.
La Canada Flintridge, CA 91011
(818) 790-3330

LA CRESCENTA 115
4521 La Crescenta Ave.
La Crescenta, CA 91214
(818) 248-5313

LAKE LOS ANGELES 106
16921 East Avenue O, #A
Palmdale, CA 93591
(661) 264-0593

LANCASTER 101
601 West Lancaster Blvd.
Lancaster, CA 93543
(661) 948-5029

LITTLEROCK 103
35119 80th Street East
Littlerock, CA 93543
(661) 944-4138

MALIBU 117
23519 West Civic Center Way
Malibu, CA 90265
(310) 456-6438

NEWHALL 104
22704 West Ninth Street
Newhall, CA 91321
(805) 259-0750

QUARTZ HILL 110
42018 N. 50th Street West
Quartz Hill, CA 93536
(661) 943-2454

SAN FERNANDO 107
217 North Maclay Ave.
San Fernando, CA 91340
(818) 365-6928

VALENCIA 113
23743 West Valencia Blvd.
Santa Clarita, CA 91355
(661) 259-8942

WESTLAKE VILLAGE 118
31220 West Oak Crest Dr.
Westlake Village, CA 91361
(818) 865-9230

LIBRARY HEADQUARTERS

County of Los Angeles Public Library
Headquarters
7400 East Imperial Highway
Downey, CA 90241

WEST COUNTY REGION

AVALON 322
215 Sumner Ave.
P.O. Box 585
Avalon, CA 90704
(310) 510-1050

CARSON 301
151 East Carson Street
Carson, CA 90745
(310) 830-0901

CULVER CITY JULIAN DIXON 330
4975 Overland Ave.
Culver City, CA 90230
(310) 559-1676

GARDENA MAYME DEAR 313
1731 W. Gardena Blvd.
Gardena, CA 90247
(310) 323-6363

HAWTHORNE 331
12700 S. Grevillea Ave.
Hawthorne, CA 90250
(310) 679-8193

HERMOSA BEACH 314
550 Pier Ave.
Hermosa Beach, CA 90254
(310) 379-8475

LAWNDALE 316
14615 Burin Ave.
Lawndale, CA 90260
(310) 676-0177

LENNOX 333
4359 Lennox Blvd.
Lennox, CA 90304
(310) 674-0385

LLOYD TABER-MARINA DEL REY 334
4533 Admiralty Way
Marina del Rey, CA 90292
(310) 821-3415

LOMITA 317
24200 Narbonne Ave.
Lomita, CA 90717
(310) 539-4515

MANHATTAN BEACH 318
1320 Highland Ave.
Manhattan Beach, CA 90266
(310) 545-8595

MASAO W. SATOW 320
14433 S. Crenshaw Blvd.
Gardena, CA 90249
(310) 679-0638

VICTORIA PARK 321
17906 S. Avalon Blvd.
Carson, CA 90746
(310) 327-4830

VIEW PARK 336
3854 w. 54TH Street
Los Angeles, CA 90043
(323) 293-5371

WEST HOLLYWOOD 335
715 N. San Vicente Blvd.
West Hollywood, CA 90069
(310) 652-5340

WISEBURN 337
5335 w. 135TH Street
Hawthorne, CA 90250
(310) 643-8880

WOODCREST 338
1340 W. 160TH St.
Los Angeles, CA 90044
(323) 757-9373

SOUTH COUNTY REGION

ALONDRA 516
11949 Alondra Blvd.
Norwalk, CA 90650
(562) 868-7771

ANGELO M. IACOBONI 509
4990 Clark Ave.
Lakewood, CA 90712
(562) 866-1777

ARTESIA 503
18722 S. Clarkdale Ave.
Artesia, CA 90701
(562) 865-6614

A C BILBREW 530
150 E. El Segundo Blvd.
Los Angeles, CA 90061
(310) 538-3350

CLIFTON M. BRAKENSIEK 505
9945 E. Flower St.
Bellflower, CA 90706
(562) 925-5543

COMPTON 531
240 W. Compton Blvd.
Compton, CA 90220
(310) 637-0202

EAST RANCHO DOMINGUEZ 532
4205 E. Compton Blvd.
Rancho East Dominguez, CA 90221
(310) 632-6193

FLORENCE 533
1610 E. Florence Ave.
Los Angeles, CA 90001
(323) 581-8028

GEORGE NYE JR. 515
6600 Del Amo Blvd.
Lakewood, CA 90713
(562) 421-8497

GRAHAM 534
1900 E. Firestone Blvd.
Los Angeles, CA 90001
(323) 582-2903

HAWAIIAN GARDENS 507
12100 E. Carson St., #E
Hawaiian Gardens, CA 90716
(562) 496-1212

HOLLYDALE 517
12000 S. Garfield Ave.
South Gate, CA 90280
(562) 634-0156

LA MIRADA 508
13800 La Mirada Blvd.
La Mirada, CA 90638
(562) 943-0277

LELAND R. WEAVER 523
4035 Tweedy Blvd.
South Gate, CA 90280
(323) 567-8853

LYNWOOD 519
11320 Bullis Rd.
Lynwood, CA 90262
(310) 635-7121

NORWALK 501
12350 Imperial Hwy.
Norwalk, CA 90650
(562) 868-0775

PARAMOUNT 511
16254 Colorado Ave.
Paramount, CA 90723
(562) 630-3171

SOUTH WHITTIER 514
14433 Leffingwell Rd.
Whittier, CA 90640
(323) 564-5698

WILLOBROOK 535
11838 Wilmington Ave.
Los Angeles, CA 90059
(323) 564-5698

CENTRAL COUNTY REGION

ANTHONY QUINN 604
3965 Cesar E. Chavez Ave.
Los Angeles, CA 90063
(323) 264-7715

BELL 630
4411 E. Gage Ave.
Bell, CA 90201
(323) 560-2149

BELL GARDENS 631
7110 S. Garfield Ave.
Bell Gardens, CA 90201
(526) 927-1309

CHET HOLIFIELD 616
1060 S. Greenwood Ave.
Montebello, CA 90640
(323) 728-0421

CITY TERRACE 610
4025 E. City Terrace Dr.
Los Angeles, CA 90063
(323) 261-0295

CUDAHY 632
5218 Santa Ana St.
Cudahy, CA 90201
(323) 771-1345

EAST LOS ANGELES 605
4837 E. 3rd St.
Los Angeles, CA 90022
(323) 264-0155

EL CAMINO REAL 609
4264 E. Whittier Blvd.
Los Angeles, CA 90023
(323) 269-8102

HUNTINGTON PARK 633
6518 Miles Ave.
Huntington Park, CA 90255
(323) 583-1461

LOS NIETOS 634
11644 E. Slauson Ave.
Whittier, CA 90606
(562) 695-0708

MAYWOOD 635
4323 E. Slauson Ave.
Maywood, CA 90270
(323) 771-8600

MONTEBELLO 601
1550 W. Beverly Blvd.
Montebello, CA 90640
(323) 722-6551

PICO RIVERA 636
9001 Mines Ave.
Pico Rivera, CA 90060
(562) 949-5485

RIVERA 637
7828 S. Serapis Ave.
Pico Rivera, CA 90660
(562) 949-5485

ROSEMEAD 624
8800 Valley Blvd.
Rosemead, CA 91770
(626) 573-5220

SAN GABRIEL 625
500 S. Del Mar Ave.
San Gabriel, CA 91776
(626) 287-0761

SORENSEN 638
11405 E. Rose Hedge Dr.
Whittier, CA 90606
(562) 695-3979

TEMPLE CITY 628
5939 Golden West Ave.
Temple City, CA 91780
(626) 285-2136

EAST COUNTY REGION

BALDWIN PARK 803
4181 Baldwin Park Blvd.
Baldwin Park, CA 91706
(626) 962-6947

CHARTER OAK 812
20540 "K" Arrow Highway
Covina, CA 91724
(626) 339-2151

CLAREMONT 804
208 N. Harvard Ave.
Claremont, CA 91711
(909) 621-4902

DIAMOND BAR 816
1061 S. Grand
Diamond Bar, CA 91765
(909) 861-4978

DUARTE 805
1301 Buena Vista Street
Duarte, CA 91010
(626) 358-1865

EL MONTE 830
3224 Tyler Ave.
El Monte, CA 91731
(626) 444-9506

HACIENDA HEIGHTS 815
16010 La Monde St.
Hacienda Heights, CA 91745
(626) 968-9356

LA PUENTE 806
15920 E. Central Ave.
La Puente, CA 91744
(626) 968-4613

LA VERNE 807
3640 "D" St.
La Verne, CA 91750
(909) 596-1934

LIVE OAK 831
4153-55 E. Live Oak Ave.
Arcadia, CA 91006
(626) 446-8803

NORWOOD 832
4550 N. Peck Rd.
El Monte, CA 91732
(626) 443-3147

ROWLAND HEIGHTS 817
1850 Nogales St.
Rowland Heights, CA 91748
(626) 9125348

SAN DIMAS 808
145 N. Walnut Ave.
San Dimas, CA 91773
(909) 599-6738

SOUTH EL MONTE 833
1430 N. Central Ave.
South El Monte, CA 91733
(626)443-4158

SUNKIST 810
840 N. Puente Ave.
La Puente, CA 91746
(626) 960-2707

WALNUT 809
21155 La Puente Rd.
Walnut, CA 91789
(909) 595-0757

WEST COVINA 801
1601 West Covina Parkway
West Covina, CA 91790
(626) 962-3541

ATTACHMENT II

COUNTY OF LOS ANGELES PUBLIC LIBRARY
JOB APPLICANT INFORMATION SHEET

Name _____ Soc. Sec. No. _____

Home Address _____
Street City Zip Code

Home Phone (___) _____ Work/Message Phone (___) _____

Position Applied For: _____ _____
Title Location

Instructions: This form is to be completed by candidates who are eligible for employment with the County of Los Angeles Public Library. It will be used as part of the job placement and selection interview process. If you have provided a resume, only complete those questions that request information that is not contained in your resume.

1. List any former names which you have used in employment _____

2. Are you a citizen of the United States of America? ☐ Yes ☐ No

   If No, can you show proof of government permission to work? ☐ Yes ☐ No

3. If you are fluent in any language in addition to English, please list.

	Speak	Read	Write
	(Please check if fluent)		
_____	____	____	____
_____	____	____	____

4. Do you possess any other special skills that may be helpful on the job, such as typing or computer skills? If so, please describe:

   _____

   _____

5. Do you have any relatives currently employed with our organization? If so, please complete:

Name	Relationship	Work Location

(Continued on reverse side)

6. Education (Check one): ❒ High School Diploma ❒ G.E.D. Certificate

Name of College, University, Vocational School or Institute	Location/Address	Major	Degree/Certificate

7. List your work and volunteer experience. If employed by the County of Los Angeles Public Library, include the position held and library/section:

Company/Dept. Name & Address	Phone No.	Position & Description of Duties	Dates Employed	Reason for Leaving

8. Have you ever been convicted of a misdemeanor or felony by a criminal or military court?
[ ] Yes [ ] No
A full disclosure by you is to your advantage and your record does not constitute an automatic bar from employment. Factors such as age at the time of offense(s), and recency of offense(s) will be taken into account, as well as the relationship between the offense(s) and the job for which you applied. **List all convictions. (Attach an additional sheet if necessary.) ANY CONVICTIONS OR COURT RECORDS WHICH ARE EXEMPTED BY A VALID COURT ORDER DO NOT HAVE TO BE INCLUDED.**

Offense	Date	Place/Court	Sentence/Fine

I hereby certify that all statements made on or in connection with this application are true to the best of my knowledge and belief. I understand that should I be selected for this position, my employment with the Department is contingent upon a background check for past criminal convictions, verification of suitability for the position and successful completion of a medical and/or psychological examination (if required).

I further understand that should disqualifying information be discovered, or it is found that I have falsified any information for this position (including the application), I will be immediately discharged, released or disqualified from employment.

Candidate Signature _____ Date _____

TECHNICAL EXHIBITS

TECHNICAL EXHIBITS
TEMPORARY PERSONNEL SERVICES

TABLE OF CONTENTS

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2	PERFORMANCE REQUIREMENTS SUMMARY CHART	2

TECHNICAL EXHIBT 1

CONTRACT DISCREPANCY REPORT
TEMPORARY PERSONNEL SERVICES

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TEMPORARY PERSONNEL SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE STANDARDS	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
CONTRACT, Section 8.0; Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Review of reports, availability and response to inquires	$100 per day when documentation not provided
CONTRACT, Section 9.37; Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Review of records and Inspection of files	$100 per occurrence
CONTRACT, Section 9.24; Insurance Coverage Requirements	Insurance coverage maintained as required	Receipt and review of Insurance and Documentation	$100 per day; Contract termination at Library's option
CONTRACT, Section 9.39; Subcontracting	Contract may not be subcontracted by contractor without the advanced approval of the County	Review of records, Inspection of files, and interview of employees	$500 per occurrence
SOW, Section 6.2; Responsibilities	County must have access to the Project Manger Monday thru Friday 8:00 a.m. – 5:00 p.m.	Non responsive to phone calls, fax or e-mails.	$250 per day, per occurrence
SOW, Section 12.0; Assignment of Unqualified Personnel	Contractor shall replace personnel within 24 hours.	Observation of personnel work product; User complaints	No payment for employee who fails to meet County requirements.
SOW, Section 9.0; Temporary Personnel Request	Contractor is to provide resumes and Job Applicant Information Sheet within 24 hours of receipt of request	Receipt of resume via fax or e-mail	$100 per request and/or cancellation of request for personnel.

INTENTIONALLY OMITTED – Not Applicable to this contract

EXHIBIT C

CONTRACTOR'S PROPOSED HOURLY BILL RATES

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Account Clerk I Job Description: Under close supervision and following specific instructions and well-defined procedures, performs clerical duties of limited scope in support of the accounting function. Must be able to use a 10-key calculator by touch; have knowledge of accounts receivable and payable; be able to reconcile bank statements and other financial statements; and review invoices for payment. Duties may include such tasks as matching payments to accounts receivable, preparing bank deposits, checking items on invoices and purchase orders, and posting data to designated accounts. May also perform routine typing and calculating. This position also includes payroll clerks and accounts receivable and/or payable clerks at this level. May enter data into PC using a software package to perform this function. May print reports from PC. This is normally the entry level of the accounting clerical job family. **Minimum Requirements:** One year's clerical experience in bookkeeping assisting in the maintenance of a double entry accounting system and associated subsidiary records involving coding transactions and posting and balancing of ledgers, journals, and registers.	$12.18
Account Clerk II Job Description: Must be able to perform a variety of the more difficult and complex bookkeeping and financial-clerical work, spending a large portion of time in maintaining the accounting records of a moderate to large-scale general accounting system; reconcile bank accounts affecting the balances of a large group of funds or revenue accounts, and involving a very large number of transactions; and compile financial, statistical accounting, and operating reports. **Minimum Requirements:** One year's clerical experience at the level of Account Clerk I.	$12.29
Accounting Technician I Job Description: Performs professional accounting functions involving the application of established accounting standards, principles and practices. Is concerned with one or several aspects of general and subsidiary ledgers maintenance and preparation of operating and financial statements. Typical functions would include verifying of contracts, orders and vouchers, account coding, establishing and reconciling control figures for posting, reconciliation of bank statements, assisting with trial balance and preparing statements and reports. Usually reports to Senior Accountant of department manager. **Minimum Requirements:** Completion of twelve units of accounting including a course in advanced accounting in an accredited college, or equivalent accounting education OR Graduation from an accredited junior college or 2-year business college with completion of the full accounting curriculum prescribed by the school of records. One year accounting clerical experience required.	$15.08

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Intermediate Typist Clerk Job Description: Perform a variety of routine clerical tasks under immediate supervision, including: typing forms, correspondence and reports; maintaining files; distributing office mail; and answering phones. Must be proficient in using a facsimile and photocopy machine; have experience using a computer, and be proficient in at least one computer software application, such as Microsoft Word and be able to adhere to controls and procedures where work is divided among personnel performing separate parts of an entire operation. **Minimum Requirements:** One year's general office clerical OR A certificate or Associate in Arts degree in clerical procedures or office administration from an accredited college.	$12.85
Procurement Assistant Job Description: Works under minimum supervision to perform standard duties in support of the purchasing function of the organization. Uses judgment and discretion to complete tasks including, but not limited to, contacting vendors, researching and acquiring new sources for purchasing regular items, organizing vendor lists and files, preparing and reviewing requests for quotation, placing orders with vendors, and coordinating details with vendors, including revisions to price, participating in writing specifications, reviewing reports of goods received, inspect merchandise to verify conformance to purchase order4 specifications, discontinued items, back orders, order cancellations, etc. This position may serve as a transitory position between clerical duties and a professional buyer position. **Minimum Requirements:** One year's office clerical experience in procurement, storekeeping or related activities at the level of County classification Procurement Aid.	$21.60
Receptionist Job Description: Receives clients or customers coming into an establishment. Obtains caller's name and arranges for him to see the person on whom he has called. May keep a record of calls handled and make future appointments. Answers inquires and performs a variety of minor duties as required. Answers multiple telephone lines and take messages accurately, interact with the public and staff by telephone and in person; give accurate and complete information; use good customer service skills. **Minimum Requirements:** One year of office clerical experience.	$12.15

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Secretary Job Description: Performs a broad range of typing and clerical duties, including recording and/or transcribing dictation. Within procedures established by superior, exercises initiative in such tasks as receiving visitors and telephone calls, maintaining files and record systems, opening and distributing routine mail, screening office and telephone calls, scheduling appointments, arranging conferences and meetings, composing announcements, memos and letters and preparing drafts and final versions of memos, letters, notices and bulletins. May attend meetings and record minutes. May require proficiency with one or more types of operational office equipment, including the following: calculator, adding machine, copy machine, fax machine and typewriter. Must be able to use a computer and be proficient in at least two computer software applications, such as Microsoft Word, Microsoft Excel or Access. **Minimum Requirements:** Two year's secretarial experience required. Must be able to type 40 net words per minute.	$16.88
Senior Typist Clerk Must be proficient in using a facsimile, photocopy machine and calculator; have experience using a computer and be proficient in at least two computer software applications, such as Microsoft Word and Microsoft Excel (Windows 2000); Must be able to type drafts and final versions of various documents and review and edit documents to ensure proper grammar, spelling, punctuation and format. **Minimum Requirements:** Three year's office clerical experience, one year of which must have been at the level of County classification Intermediate Typist Clerk. Must be able to type 40 net words per minute.	$14.18
Warehouse Worker Job Description: Performs general warehouse duties including: loading and unloading supplies and equipment from trucks (manually, with dolly or by forklift; checks packing slips to shipping invoices; verifies material specifications with catalogs; monitors inventory levels, dispenses materials; cleans and keeps warehouse orderly; and may pick up supplies and make deliveries to vendors. **Minimum Requirements:** Six months of warehouse or store clerk experience.	$11.99

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Clerk Job Description: Under close supervision and following specific instructions and well defined procedures, performs clerical duties of limited scope. Work requires little or no previous knowledge or experience and is subject to regular verifications and checks. Duties may include such tasks as sorting and matching documents, posting records, proofing uncomplicated data, preparing simple summaries, and receiving and/or conveying simple information. Normally an entry-level classification. May enter data into a PC using a software package to perform this function. May print reports from PC. Duties of a more specific nature are reported under such classifications as Typist Clerk, Filing Clerk, etc. **Minimum Requirements:** High School Diploma required.	$9.94
Data Entry Clerk Job Description: Under general supervision, operates data entry devices in recording alphabetic and/or numeric data from source documents into a form suitable for data processing. Follows standard procedures, with allowance for some level of independent judgment. **Minimum Requirements:** High School diploma or equivalent and 1 year of clerical experience involving eye to hand skills such as typing or operating an adding machine.	$12.46
Typist Clerk Job Description: Perform a variety of routine clerical tasks under immediate supervision, including: typing forms, correspondence and reports; maintaining files; distributing office mail; and answering phones. The ability to use word processing software may be required for some positions. **Minimum Requirements:** 6 months general clerical experience; ability to type 45 wpm net.	$12.11
Word Processor Job Description: Under general supervision, operates word processor to prepare correspondence, reports, charts, etc. From rough copy or transcribing machine, types material and codes it for machine operation according to instructions provided for desired final format. Enters corrections or revisions of copy and operates machine for high speed printing of material in final form. May maintain a library of files, documents, etc. **Minimum Requirements:** High School Diploma, 1 to 2 years experience required.	$17.24

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Administrative Analyst Job Description: Provides administrative and staff support services to an organizational unit. May assist in budget preparation and control activities. May assist in the preparation and control of records, statistics, and reports regarding operation, personnel changes, etc. Typical tasks include administering programs, projects, and/or processes specific to the operating unit served. May serve as administrative liaison with others within and outside the company regarding administrative issues related to purchasing, personnel, facilities, and operations. May screen and interview job applicants and orient new employees. This is not a secretarial position. **Minimum Requirements:** B. A. degree appreciated. 5+ years administrative experience required.	$19.23
Executive Assistant/Administrative Assistant Job Description: Performs a broad range of administrative duties for a major executive. Works closely with executive on a day-to-day basis, relieving him/her minor administrative details and maintaining the workflow in the area of responsibility during executive's absence. Exercising frequent independent judgment, within agreed upon limitations makes administrative decisions and takes action on behalf of superior based on knowledge of company's organization, policies and personnel. Is responsible for scheduling and preparing agenda for regular and special meetings, for securing requested information and for compiling various reports and studies. Exercises considerable judgment and discretion in handling requests for appointments and telephone calls for superior, routing them to others or dealing with them on own initiative when appropriate. Handles on own initiative all correspondence not requiring personal attention of superior. May take and/or transcribe confidential or highly technical dictation, keep minutes of meetings and perform other secretarial functions, but this is a minor part of responsibilities. May assign work to and instruct other secretarial and clerical employees. **Minimum Requirements:** B. A. degree appreciated. 5+ years administrative experience required.	$23.00
Programmer Analyst Job Description: Translates and converts methods data to prepare programs for multiple and complex machining operations on a diversified line of work for c.n.c. or numerical control machines. Analyzes operational data submitted by engineers; or when as directed, utilizes documented standard data, as it applies to the organization of machine operational methods. Aligns and translates operations, tooling identification, indexing sequences, speeds and feeds to conform with prescribed engineering data. Codes steps for data entry. Assists to prove-out programs on machines to test accuracy of methods and sequences. Makes recommendations relative to corrections, modifications, and corrects existing standards to incorporate engineering changes. **Minimum Requirements:** B. S. Degree. 5+ years of work related experience required.	$37.63

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
Computer Specialist Job Description: Under minimal supervision, uses desktop publishing packages to perform professional layouts including forma, camera-ready pages, book sets, and documentation. Based on desired results, will select best method to accomplish assignment considering source of document, layout specifications, deadlines, and software capabilities. May work individually or in a team to produce and edit a document. Due to level of expertise, may act as team leader on some assignments, with authority to delegate and review work and assist in editing the work of team members. Maintains files and documentation by archiving project files as needed according to department procedures. Will follow deadlines and milestones and solve problems in meeting them. Typically requires a Bachelor's degree in English, Computer Science and three years of experience with personal computers, desktop publishing software and printing technology. Educational background may be substituted by at least a technical degree and two additional years of experience. Familiarity with typography conventions required. **Minimum Requirements:** B.S. Degree, 3 + years experience.	$25.91
Communications Technician Job Description: Analyses, troubleshoots, repairs and maintains the computer system, terminal network and peripheral equipment. Performs routine preventative maintenance on all computer system equipment. Responsible for the maintenance repair of data transmitting equipment such as transmitters, receivers, time emitters, and other specialized equipment. Utilizes diagnostic programs and electronic test equipment. Does not include manufacturing technicians or field service customer representatives. **Minimum Requirements:** B. S. Degree and 2 years of exp.	$23.75
File Clerk Job Description: Heavy experience on alphabetical and numerical filing system. **Minimum Requirements:** High school diploma or equivalent. 1 year's office clerical experience, including light typing.	$9.39
Computer Operator Job Description: Operating mainframe computer to complete production jobs, performing routine system maintenance, hardware testing, file backup, job scheduling, log maintenance, printing, decollating and bursting reports, and performs data entry functions. **Minimum Requirements:** High school diploma or equivalent, and 2 years of mainframe computer operations experience. A valid "C" California driver's license is required.	$15.91

CONTRACTOR'S PROPOSED HOURLY BILL RATES

JOB DESCRIPTIONS & MINIMUM REQUIREMENTS	HOURLY BILL RATE
General Clerk, Intermediate Job Description: Under general supervision and following instructions and procedures which are well-defined but which may require the exercise of some judgment in application, performs clerical duties of moderate scope and complexity. Work normally requires good knowledge of general office procedures and practices. Duties may include such tasks as compiling data for reports, checking uncomplicated mathematics, preparation of standard reports and forms, and receiving and/or conveying information. May require proficiency with one or more types of operational office equipment, including the following: calculator, adding machine, copy machine, fax machine, and typewriter. May enter data into a PC using a software package to perform this function. May print reports from PC. **Minimum Requirements:** 1 to 2 years experience required.	$13.26
Word Processor, Senior Job Description: Under minimum supervision, performs intermediate to advanced word processing functions. Documents produced may be complex, technical, or confidential in nature. From rough copy or transcribing machine, lays out and types material according to instructions provided for desired format. Is responsible for proof-reading and error corrections, and operates word processing equipment for high-speed printing of material in final form. Must be able to operate several distinct electronic systems. Must also be able to set up complex applications. Additional duties may include training of lower-level operators and maintenance of a library of pre-recorded items or paragraphs that are used frequently. Minimum Requirements: A.A. degree appreciated, 3 to 4 years experience required.	$21.21
Executive Secretary Under general supervision, performs skilled duties operating electronic text editing word processing software on MS Word/WordPerfect; Produces draft and final typed copies of a variety of documents; Inputs reviews, edits, proofs and revises copy; Maintains files, indexes and/or logs of all stored material; Good clerical grammar, proof reading and typing skills required. **Minimum Requirements:** Two years experience required.	$20.84

REQUIRED FORMS - EXHIBIT 5

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer 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 Proposer.

NAME	PHONE NUMBER
Anna E. Little	(310) 568-0244

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".

N O N E

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

LADERA CAREER PATHS, INC.
Name of Firm

Anna E. Little — President/CEO
Print Name of Signer — Title

Anna E. Little — September 20, 2005
Signature — Date

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 9

PROPOSER'S EEO CERTIFICATION

LADERA CAREER PATHS, INC.
Company Name

6820 La Tijera Blvd., Suite #217; Los Angeles, CA 90045-1931
Address

#95-4245386
Internal Revenue Service Employer Identification Number

GENERAL

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

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

Signature

September 20, 2005
Date

Anna E. Little, President/CEO
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8481
Facsimile: (562) 803-0016
E-Mail Address: **rgarcia@library.lacounty.gov**

COUNTY PROJECT MANAGER:

Name:
Title: Contract Services Coordinator
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-8485
Facsimile: (562) 803-0016
E-Mail Address:

COUNTY CONTRACT PROJECT MONITOR:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6918
Facsimile: (562) 803-0016
E-Mail Address:

Name:
Title: Administrative Assistant II
Address: 7400 East Imperial Highway, Room 206
Downey, CA 90241
Telephone: (562) 940-6917
Facsimile: (562) 803-0016
E-Mail Address:

CONTRACTOR'S ADMINISTRATION
TEMPORARY PERSONNEL SERVICES

LADERA CAREER PATHS, INC
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: ANNA E. LITTLE
Title: PRESIDENT/CEO
Address: 6820 LA TIJERA BLVD. SUITE 217
LOS ANGELES, CA 90045-1931
Telephone: 310-568-0244
Facsimile: 310-568-8202
E-Mail Address: anna@laderacareerpathsinc.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: KAREN B BROWN
Title: CONTRACTS DIRECTOR
Address: 6820 LA TIJERA BLVD. SUITE 217
LOS ANGELES, CA 90045-1931
Telephone: 310-568-0244
Facsimile: 310-568-8202
E-Mail Address: karen@laderacareerpathsinc.com

Name: PATRICIA BROWN
Title: OFFICE MANAGER
Address: 6820 LA TIJERA BLVD. SUITE 217
LOS ANGELES, CA 90045-1931
Telephone: 310-568-0244
Facsimile: 310-568-8202
E-Mail Address: pat@laderacareerpathsinc.com

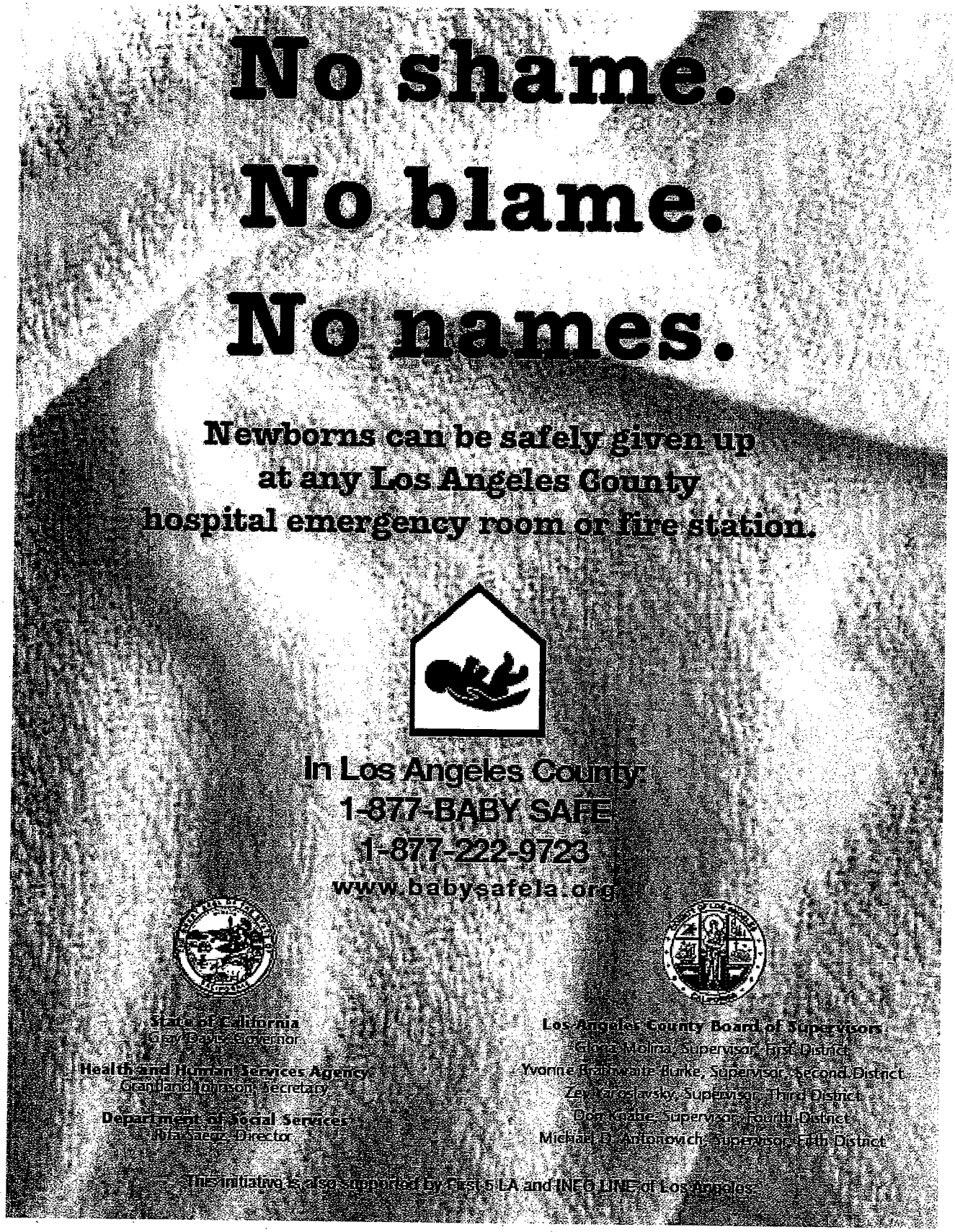
Notices to Contractor shall be sent to the following address:

Address: ANNA E. LITTLE, PRESIDENT/CEO
6820 LA TIJERA BLVD. SUITE 217
LOS ANGELES, CA 90045-1931
Telephone: 310-568-0244
Facsimile: 310-568-8202
E-Mail Address: anna@laderacareerpathsinc.com

EXHIBIT G1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT G2 INTENTIONALLY OMITTED – Not applicable to this contract

SAFELY SURRENDERED BABY LAW


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and 1NE0 LINE of Los Angeles.

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

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

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

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

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

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

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

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

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

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

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

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

Sin pena.
Sin culpa.
Sin peligro.
Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.
En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
Estado de California
Gray Davis, Gobernador
Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario
Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora
Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito
Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

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

¿Cómo funciona?
El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

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

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

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

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

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

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

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

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

PROP A - LIVING WAGE PROGRAM EXHIBITS

EXHIBIT J INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT K INTENITONALLY OMITTED – Not applicable to this contract
EXHIBIT L INTENITONALLY OMITTED – Not applicable to this contract

EXHIBIT M1 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M2 INTENTIONALLY OMITTED – Not applicable to this contract

EXHIBIT M3 INTENTIONALLY OMITTED – Not applicable to this contract

AGREEMENT
CONTRACTOR'S OBLIGATIONS UNDER HIPAA

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

1.0 DEFINITIONS

1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.5 "Services" has the same meaning as in this Agreement.

1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;

(b) shall Disclose Protected Health Information to County upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

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

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

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

Chief Information Office Privacy Officer
213-974-2166

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

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

2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.

2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made

by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

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

4.0 TERM AND TERMINATION

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

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

(a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

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

5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.